

# **Booking Conditions** | All Courses

# **DEFINITIONS**

'Student' 'You' or 'Your': refers to You the student.

'BSC': refers to BSC Education Limited registered in England No. 12655362 whose registered

office is at: Lees House, 21–33 Dyke Road, Brighton BN1 3FE

'All Courses': refers to all courses delivered by BSC excepting Online Courses, Young Learners and

Manchester City Football Schools

'Online Courses': refers to only those courses that are delivered online

# 1. GENERAL CLASS INFORMATION

## 1.1 All Courses

Course schedules vary depending on the product. BSC reserves the right to:

- change the timetable structure.
- use classrooms in alternative premises.

Special focus classes including exam classes, free language workshops and language activities may vary between schools and are subject to change due to availability.

One-to-One lessons are subject to availability and will be scheduled accordingly. One-to-one lessons must be taken within the same number of weeks as lessons purchased. i.e. a course of 10 one-to-one lessons must be claimed within 10 weeks of course start date.

Lessons may be offered outside of regular class times and may occur outside of the school premises.

## 1.2 Online Courses

Classes are delivered using Zoom videoconferencing software. BSC reserves the right to change online tools at any time.

BSC's code of conduct applies in the virtual classroom in the same way it does in the physical one. Students will receive a guide to online classroom etiquette.

# 2. PAYMENTS

**2.1 All Courses** (excepting International Foundation Year (IFY) courses. See 2.2 below)

A 20% deposit must be paid immediately upon booking.

- A booking confirmation will only be issued when a deposit has been received.
- Bank details are provided on the invoice.
- Payments must be received in full 14 days prior to the course start date.
- Bookings made within 14 days of arrival must be paid in full at the time of booking.
- Payment must include all bank transfer charges (including intermediary bank charges).
- Payment plans are available for courses and accommodation longer than 12 weeks.

For further details, please speak with your BSC representative.

#### 2.2 International Foundation Year Courses

A non-refundable deposit amount will be outlined in your documents and must be paid in order to formally accept your offer.

- Your booking confirmation will only be issued when a deposit has been received.
- Bank details are provided on the invoice.
- Payments must be received in full 28 days prior to the course start date.
- Bookings made within 28 days of arrival must be paid in full at the time of booking.
- Payment must include all bank transfer charges (including intermediary bank charges).
- Payment plans are available for courses and accommodation longer than 12 weeks.

For further details, please speak with your BSC representative.

#### 2.3 Online Courses

- Online courses must be paid in full at least two business days before course start.
- A booking confirmation will only be sent when full payment has been received.
- Bank details are provided on the invoice.
- Payments can be made using:
  - Flywire (flywire.com)
  - Paypal (paypal.com)
  - Bank Transfer
- Payment must include all bank transfer charges (including intermediary bank charges).

## 3. CHANGES TO ENROLMENT

BSC reserves the right to charge an administration fee of £50.00 each time the course, Online Course, accommodation or centre is changed or postponed after BSC has confirmed the initial enrolment. This also includes requests for changes whilst the student is at school.

A downgrade in course type after booking is considered a cancellation and the same refund policies will apply

# 4. REFUNDS AND CANCELLATION FEES (NOT COVID RELATED)

- All refunds will be made to the original fee payer only.
- If BSC cancels a programme after Your enrolment, BSC will refund all monies already paid.
- In the event that a refund is due, prorated refunds will be calculated on a weekly basis. When determining the number of weeks of Your program, BSC will consider a partial week the same as if a whole week were completed, provided You were present at least one day during the scheduled week.
- All refunds will be made within 60 days of cancellation.

# 4.1 Cancellation prior to arrival

## 4.1.1 All Courses

- If You cancel courses or accommodation at least 14 days prior to arrival date, or You have had Your visa application rejected, You will be refunded in full (less non-refundable charges such as registration fee, accommodation fee, courier fees and student insurance fees). Non-refundable costs are listed for each school in the price list.
- If You cancel or postpone courses within 14 days of arrival date, for reasons other than visa denial, You will be charged a one-week course fee based on the course selected.
- If You cancel or postpone accommodation within 14 days of arrival date, for reasons other than visa denial, You will be charged a one-week accommodation fee at the standard accommodation rate. Non-BSC accommodation (i.e. accommodation booked by BSC through 3rd Party suppliers) may be subject to different cancellation terms. Any accommodation booked through BSC that is not subject to the standard cancellation terms must be cancelled or postponed according to the cancellation terms quoted at the time of booking to avoid a cancellation fee (which may amount to the full stay charge).
- The Company reminds You that in cases of non-BSC accommodation bookings, a deposit is required at the time of booking and payment in full is required one month prior to arrival. BSC will inform you of the booking terms of your chosen accommodation when confirming the booking.
- A full course of one-to-one lessons will only be refunded if cancelled more than 14 days prior to start date. Individual lessons within the course can be refunded if cancelled more than 72 hours before the scheduled lesson.

#### 4.1.2 International Foundation Year Courses

- If You cancel courses or accommodation at least 28 days prior to arrival date, or You have had Your visa application rejected, You will be refunded in full (less non-refundable charges such as the non-refundable deposit; registration fee, accommodation fee, courier fees and student insurance fees). Non-refundable costs are listed for each school in the price list.
- If You cancel or postpone courses within 28 days of arrival date, for reasons other than visa denial, You will be charged in addition to non-refundable charges a one-week course fee based on the course selected.
- If You cancel or postpone accommodation within 28 days of arrival date, for reasons other than visa denial, You will be charged in addition to non-refundable charges a one-week accommodation fee at the standard accommodation rate. Non-BSC accommodation (i.e. accommodation booked by BSC through 3rd Party suppliers) may be subject to different cancellation terms. Any accommodation booked through BSC that is not subject to the standard cancellation terms must be cancelled or postponed according to the cancellation terms quoted at the time of booking to avoid a cancellation fee (which may amount to the full stay charge).
- The Company reminds You that in cases of non-BSC accommodation bookings, a deposit is required at the time of booking and payment in full is required one month prior to arrival. BSC will inform you of the booking terms of your chosen accommodation when confirming the booking.

## 4.1.3 Online Courses

- If You cancel courses at least 14 days prior to arrival date, or You have had Your visa application rejected, You will be refunded in full (less non-refundable charges such as registration fee). Non-refundable costs are listed for each school in the price list.
- If You cancel or postpone courses within 14 days of arrival date, for reasons other than visa denial, You will be charged a one-week course fee based on the course selected.

# 4.2 Cancellation after arrival and non-arrivals

#### 4.2.1 All Courses

- After the start date of Your course, any lesson hours not attended, reduced, cancelled or shortened are non-refundable.
- If You wish to leave Your accommodation early, You must give notice in writing 4 weeks prior to termination. After deducting the price of accommodation used, including the required notice period, charged at standard accommodation rates, You will be refunded the remaining accommodation costs. If the 4-week notice period is not provided, a cancellation fee equal to 4 weeks of the accommodation cost will apply. Please note: certain accommodation options may be subject to alternative cancellation charges. Should these differ from above, You will be notified at the time of booking. After the start date of a course, any lesson hours reduced, cancelled or shortened are non-refundable. If You wish to change location and have not booked on a multi-centre package You will not be entitled to a refund should the chosen product or location be offered at a lower price or if the course duration is shortened.
- All One-to-One lessons require 72 hours' notice for cancellation, postponement or changes for a refund. Sessions cancelled, postponed or changed with less than 72 hours' notice will be charged in full.
- One-to-One lessons booked as a course package (15 lessons or more per week), will be treated like all other BSC programmes and refunded as per standard terms and conditions. Any class or one-to-one lessons cancelled by BSC will be entitled to a full refund.

## 4.2.1 International Foundation Year Courses

- After the start date of Your course, any lesson hours not attended, reduced, cancelled or shortened are non-refundable.
- If You wish to leave Your accommodation early, You must give notice in writing 4 weeks prior to termination. After deducting the price of accommodation used, including the required notice period, charged at standard accommodation rates, You will be refunded the remaining accommodation costs. If the 4-week notice period is not provided, a cancellation fee equal to 4 weeks of the accommodation cost will apply. Please note: certain accommodation options may be subject to alternative cancellation charges. Should these differ from above, You will be notified at the time of booking. After the start date of a course, any lesson hours reduced, cancelled or shortened are non-refundable. If You wish to change location and have not booked on a multi-centre package You will not be entitled to a refund should the chosen product or location be offered at a lower price or if the course duration is shortened.

# 4.2.3 Online Courses

• After the start date of Your course, any lesson hours not attended, reduced, cancelled or shortened are non-refundable.

#### 5. COVID RELATED CANCELLATIONS & AMENDMENTS

If, due to contraction of the Covid-19 virus You wish to cancel a booking, the person who made the booking must put such request to cancel in writing to the Company along with clear medical reporting to confirm the presence of Covid-19 On receipt of clear medical evidence, the Company will refund any booking fees which have been paid by You, less the registration fee and any other charges we may incur as a result of Your cancellation

#### 6. ACCOMMODATION - ALL COURSES

- If You arrive at a Residence or Homestay between 22.00–08.00 You may be asked to book alternative accommodation in a hotel on the first night due to late/early arrival at the accommodation.
- Some accommodation options may charge late arrival surcharges, this information is available at the time of booking.
- · Where possible special dietary requirements will be accommodated (fees may apply).
- · Accommodation availability and any applicable fees will be confirmed upon request
- BSC may use carefully selected partners to house students with suitable Homestay providers.
- If You are under 18 at the time of booking an adult course unaccompanied by a parent or guardian, You are required to book a homestay with half board with BSC for the duration of their course.

## 7. LEVEL OF ENGLISH

If You do not have the minimum level of English required to follow a specific course, as determined by the BSC Placement Test, BSC reserves the right to move You to an appropriate course for Your level.

#### 8. TECHNOLOGY REQUIREMENTS - ONLINE COURSES

- A reliable internet connection, up to date laptop/PC/Chromebook/tablet & keyboard with working webcam and microphone are required to benefit from BSC Online Courses. It is not recommended to access courses using a mobile phone.
- Lessons missed or interrupted due to Your faulty equipment or internet connection will not be refunded
- Any lesson missed or interrupted due to technical difficulties of the teacher/BSC will be made-up at the earliest convenience

## 9. VISAS - ALL COURSES

- BSC cannot be held responsible for decisions taken by embassies or immigration officials regarding entry visas or visa extensions
- Visa advice can only be given by the appropriate Embassy, Consulate or High Commission. You should contact Your local Embassy, Consulate or High Commission to ensure You are allowed to enter and study in Your chosen location.
- · You must maintain a valid visa status and Your course will be terminated without a valid visa.
- It is Your responsibility to ensure that the most updated visa regulations/processes are being for applied to the booking conditions for BSC courses.
- BSC cannot be held responsible for any visa regulation changes which occur after the booking has been confirmed in compliance with the then existing regulations.
- A visa document courier fee or postal fee is charged each time documents have to be sent by courier or post. Please see individual school pages for exact fees.
- If a visa application is rejected and the Company receives written evidence at least 7 days prior to arrival, the Company will refund the fees received in full, less any bank charges and any non-refundable fees (registration fee, accommodation fee, courier fees and bank charges). Accommodation cancellation fees will apply.
- Should BSC receive positive visa application results fewer than 14 working days prior to arrival, BSC reserves the right to offer alternative accommodation, which may incur additional charges.
- If the arrival day is postponed due to a delayed visa application BSC reserves the right to offer alternative accommodation, which may incur additional charges.
- In the event that BSC have incurred any charges in reserving the accommodation for the student, BSC reserves the right to pass these charges on to You.

## 10. SESSION BREAKS - ALL COURSES

Session breaks are dependent upon destination, course duration and visa requirements and are subject to BSC session break policy, available from **british-study.com** 

#### 11. ATTENDANCE AND ABSENCES

Full attendance is required. Absence from lessons is not compensated.

# 11.1 COVID (and other) Infection during Your Course

The Company adheres fully to UK & Irish Government guidance applicable to each Company premises, and will implement all required advice to maintain the safety and security of staff and students at Company premises. Restrictions imposed by the Government guidance that impacts Your attendance to All Courses will see the Company offer Online Courses as an alternative – where applicable and possible. No refunds of fees or accommodation (if You have booked this) are applicable if You choose not to attend the Online Courses alternative to All Courses.

#### 12. CERTIFICATE - ALL COURSES

You will be issued with a certificate at the end of Your course, stating Your Course details including language level attained and percentage attendance.

## 13. PUBLIC HOLIDAYS

- BSC will be closed on Public Holidays.
- BSC do not make up for lessons missed on these dates, with the exception of One-to-One lessons, which will be made up.
- An updated list of public holiday dates can be found on individual school pages and on the BSC website.
- There is no refund for lessons missed. Published course start dates fall on a Monday. If this day is a public holiday, the course will begin on the following working day.

# 14. ARRIVAL TRANSFERS - ALL COURSES

- Flight/Train details including: arrival time, flight numbers, airline and point of origin must be advised 7 days prior to arrival in order for BSC to provide airport transfers.
- No refunds will be granted on transfers if arrival details are not sent to BSC at least 7 days prior to arrival.
- · Airport transfer fees include a maximum of 1 hour waiting time. Further delays may result in additional charges
- Transfer cancellations made within 24 hours of arrival will be charged in full.
- If You are under 18, booked on an adult course and not traveling with a parent or guardian and arriving between 20:00 and 08:00 You are required to purchase transfers through BSC.

# **15. SUPERVISION**

- BSC does not provide supervision if You book an adult course.
- If You are under 18 will be required to complete a parental consent form prior to arrival.
- Please speak with Your BSC contact for more details.

## 16. EXPULSION

- BSC has a zero-tolerance policy for discrimination, bullying and harassment in the workplace and the classroom (including the virtual classroom)
- BSC reserves the right to expel You for unacceptable or unlawful behaviour. No refund will be given and any unpaid fees become immediately payable. Repatriation is at Your own expense.
- BSC reserves the right to expel You for lack of attendance. No refund will be given and any unpaid fees become immediately payable. Repatriation is at Your own expense.
- BSC requires that You maintain an attendance level of a minimum of 90%.
- If You are studying on a Student Route Visa You are subject to alternative attendance monitoring.
- If You are expelled from a BSC course You are no longer eligible for BSC accommodation. Standard refund policies will apply.

#### 17. PHOTOGRAPHY & FILMING

#### 17.1 All Courses & Online Courses

- We will ask for written consent where photographs, videos, artwork, or other works, as well as recorded or written testimonials; may be used, stored or transferred internationally by BSC, or by a third-party agent, for promotional purposes including printed and online marketing materials and on any social media network.
- You can withdraw consent at any time. Withdrawal of consent must be made in writing by contacting BSC Education on marketing@bsc-education.com.

#### 17.2 Online Courses

- BSC recommends the use of video in the online classroom in order to fully participate in the lessons. If You are unwilling to do this for whatever reason, You should inform BSC upon booking and to Your teacher on the first day.
- · Any recordings made of online lessons will be communicated to You in advance for Your consent

## 18. HEALTH DECLARATION

It is recommended that You willingly choose to disclose any mental or physical illness, allergy, disability or condition that may impact:

- Your ability to successfully complete Your programme,
- the wellbeing of any other student or staff member,
- that may require monitoring, treatment or emergency intervention during Your period of enrolment,
- or that may require special accommodation.
- BSC will not discriminate on the basis of any above-mentioned conditions and will provide reasonable accommodation to meet all Your needs.
- BSC reserves the right to terminate Your enrolment if Your participation represents a risk to Yours, other students' or BSC staff members' health and safety, or if, notwithstanding reasonable accommodations, in the opinion of BSC, Your physical or mental condition makes You unable to successfully complete Your programme.
- Refunds will be provided based on standard refund schedules as per terms and conditions.

# 19. DAMAGE TO PROPERTY

You must pay the full cost of any damage You wilfully cause to School or Accommodation property.

# 20. INSURANCE - ALL COURSES

- Student combined health and travel insurance is available from BSC in UK & Ireland
- For detailed information on the insurance policies above, please refer to Your BSC contact or the online Agent Zone.

# 21. LIABILITY

BSC and its employees and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law. BSC will not be liable in the event that any service contracted to be supplied by BSC becomes impossible to supply for any reason or any cause outside the control of BSC.

# 22. COMPLAINTS

If You have any complaints, You should immediately notify a member of staff. In the unlikely event this is not resolved to Your satisfaction; You can either email the Company at: admissions@bsc-education.com or write in English to the Company's head office:

# BSC Education Limited, Lees House 21-33 Dyke Road, Brighton, England, BN1 3FE United Kingdom

The Company will investigate Your complaint and will provide an appropriate response. In order to be given a reasonable chance of addressing Your complaint, please ensure it is received within one month of the end of Your course. If the complaint is not resolved to Your satisfaction, You may contact English UK.

## 23. FORCE MAJEURE - ALL COURSES & ONLINE COURSES

BSC will not be responsible for any failure to comply with any of its obligations (and therefore shall not be required to provide any compensation) if the failure is the result of any cause beyond BSC's reasonable control. BSC shall not be responsible for any costs incurred by or on behalf of You as a result of any such occasion. Such instances include but are not limited to; war, threat of war, riot, civil strife, industrial dispute, terrorist activity, epidemic or pandemic natural or nuclear disaster, unusually adverse weather conditions and infectious diseases.

#### 24. BRIBERY

The Company shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010, if such activity, practice or conduct had been carried out in the UK.

## **25. EMAIL CONTACT**

By agreeing to these booking conditions, You consent to the Company using Your email addresses gained at the time of booking and during Your period of study for future marketing purposes from time to time, such as promoting special offers, products and services by email. For further details regarding use of Your information, please see the 'Privacy Policy' section below, including for information on how to unsubscribe to future marketing by the Company

# **26. PRIVACY POLICY**

The Company's Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

- (a) Your Information: this refers to information such as Your name, contact details, travel preferences and special needs, disabilities or dietary requirements that You supply us or is supplied to the Company, including any information about other persons on Your booking ("Your information"). Your information is collected when You request information from the Company, contact the Company (and vice versa) or make a booking. You are responsible for ensuring that other members of Your party are aware of the content of the Company's Privacy Policy and consent to Your acting on their behalf in all Your dealings with the Company. The Company will update Your information whenever the Company can to keep it current, accurate and complete.
- (b) The Company's use of Your Information: (1) For the purpose of providing You with the Company's services, the Company may disclose and process Your information outside the UK/EEA. In order for You to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process Your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. These requirements may differ depending on Your destination and You are advised to check. Even if not mandatory, the Company may exercise its discretion to assist where appropriate. (2) The Company may collect and process Your information for the purposes set out in our registration with the Office of the Information Commissioner, and disclose the same to our group companies for business purposes and also to companies who act as "data processors" on our behalf, or to our service providers operating systems or business functions on our behalf (some of whom are located outside the UK/EEA). These business purposes include administration, providing services (and contacting You when necessary), customer care, service quality, business management and operation, reorganisation, structuring, sale of our business (or group companies), risk assessment, security, fraud and crime prevention/detection, monitoring, research and analysis, marketing, customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. (3) Information (such as health or religion) may be considered "sensitive personal data" under the Data Protection Act 1998. We collect it to cater to Your needs or act in Your interest, and the Company is only prepared to accept sensitive personal data on the condition that the Company have Your positive consent. By booking with the Company You also agree for Your insurers, their agents and medical staff to disclose relevant information and sensitive personal data to us in circumstances where the Company needs to act on Your behalf or in the interest of passengers or in an emergency. If You do not agree to the Company's use of Your Information above, the Company cannot do business with You or accept Your booking.
- (c) Direct Marketing Material: (1) The Company may from time to time contact You with information on offers of goods and services, brochures, new products, forthcoming events or competitions. The Company websites will assume You agree to e-communications when You make a booking. (2) You may indicate Your preference regarding receiving third party direct marketing material. (3) If You do not wish to receive such information or would like to change Your preference, please refer to point (2) of "Your Rights" below.
- (d) Your Rights: (1) On completing our Data Subject Access Request form, You are entitled to a copy of the information we hold about You (for a £50 fee) and to correct any inaccuracies. (2) You have the right to ask in writing not to receive direct marketing material from the Company. If available, You can amend Your previous preference on the Company website(s) or use the Company's "unsubscribe email". Once properly notified by You, the Company will take steps to stop using Your information in this way.

- (e) Foreign Controls: Outside the European Economic Area (EEA), note that controls on data protection in such countries may not be as strong as the legal requirements in this country.
- (f) Use of Tools/"Cookies" and Links to Other Websites: If the Company's contact and dealing with You is via the Company website(s), we may use "cookies". Cookies allow us to identify Your computer but not You personally. You can set Your web browser to refuse cookies. However, You may not be able to enjoy all the facilities or book via the Company website if You do so. However, if You also receive the Company's email marketing, the Company will tailor the information sent to You unless You tell the Company not to. This means the Company may use information the Company holds and cookies to identify Your individual web site search behaviour and preferences. This will enable the Company to send You more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation. The Company collects information relating to customer trends and patterns and use cookies and software tools to measure site usage and related information. If You are making a purchase, the Company may also use cookies to keep track of the transaction from one web page to another. The Company website(s) may contain links to other sites not controlled by the Company. It is Your responsibility to check the status of these sites.
- (g) Monitoring: To ensure that the Company carries out Your instructions accurately, improve services and for security, the Company may monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around the Company's premises; and (3) transactions and activities on the Company's website. All recordings are and shall remain the Company's sole property.
- (h) Security Statement: We have taken all reasonable steps and have in place appropriate security measures to protect Your information.
- (i) Changes to this Policy: Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

# 27. ADDITIONAL TERMS FOR MINORS (UNDER 18S) - ALL COURSES

As You are under 18, Your parent or guardian is hereby deemed to accept the terms and conditions stated above. Your parent or guardian further accepts that:

- 1. They will provide a signed consent form at the time of booking, specifying details of the guardian who will be required to sign You in and out of school daily (if applicable).
- 2. They will permit You to travel by public transport;
- 3. They authorise You to take part in all tourist, sporting & cultural activities linked to the course;
- 4. They permit You to be treated by a doctor in an emergency. The Company will use all reasonable endeavours to make contact with Your parent or guardian in this event
- 5. They will pay any third-party fees associated with the above treatments;
- 6. They will provide the Company with a contact telephone number in case of emergencies.

# 28. APPLICABILITY

BSC Terms and Conditions are applicable to You and agents representing You.

# 29. REISSUING LOST/MISPLACED STUDENT CERTIFICATES

- Paper reprint £40.00
- Electronic files £10.00

## 30. VALID PRICES - ALL COURSES & ONLINE COURSES

- Prices are valid for courses commencing 1 January 2021.
- Prices are subject to change without notice and will be confirmed upon booking.

## 31. TERMS & CONDITIONS

- The current BSC Terms & Conditions supersede any previous Terms & Conditions that were applicable at the time of Your booking.
- The most up to date terms and conditions can be found at british-study.com