

# Booking Conditions | Young Learners Courses

## DEFINITIONS

'Student(s)' 'You' or 'Your' refers to You the student

'BSC': refers to BSC Young Learners Limited registered in England No. 12752100 whose registered office is at: Lees House, 21–33 Dyke Road, Brighton BN1 3FE

## 2. PROGRAMME INFORMATION

a. Programmes run with various start days and are scheduled in the morning and/or afternoon depending on product and location. BSC reserves the right to change the timetable structure. BSC reserves the right to use classrooms in alternative premises of a similar standard or offer alternative social programmes, activities, additional options or excursions.

b. Students must have reached the minimum age required as indicated on the programme information for the chosen location. Where minimum age is stated as:

8 years – students should be born in 2013

13 years – students should be born in 2008

14 years – students should be born in 2007

15 years – students should be born in 2006

Please note for football courses minimum age is determined by the age of the child on the course start date.

c. Curfew times are in place and must be observed. Students not adhering to the stated curfew times will be subject to disciplinary actions.

d. Students should ensure that they bring sufficient pocket money for incidentals such as snacks and gifts. BSC recommends an amount between £100 – £200 per week.

e. BSC will endeavour to fulfil special requests but these cannot be guaranteed.

f. Student groups arriving more than 24 hours after the stated start date for that week of the summer programme will be taught as a closed class for that week and then join international classes the following week.

## 3. PAYMENTS

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 21 days prior to the course start date.
- Bookings made within 21 days of arrival must be paid in full at the time of booking.
- Payment must include all bank transfer charges (including intermediary bank charges).
- For groups comprising of a minimum of 15 students, specific terms and conditions will apply.

For further details, please speak with your BSC representative.

#### **4. CHANGES TO ENROLMENT**

BSC reserves the right to charge an administration fee of £50 each time the programme or centre is changed or postponed after BSC has confirmed the initial booking. This may also include any 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

#### **5. REFUNDS AND CANCELLATION FEES (NOT COVID RELATED)**

If You wish to cancel a booking for any reason, the person who made the booking must put such request to cancel in writing to BSC.

If You wish to cancel a booking for any reason other than visa refusal, booking refunds for such cancellations depend on the amount of notice given and are as specified below:

- Cancellation prior to arrival for individual booking. If You cancel a course or accommodation, or if You have had Your visa application rejected, You will be subject to the following cancellation fees:
  - +60 days:** Forfeiture of Enrolment fee
  - 28–60 days:** Forfeiture of deposit
  - Less than 28 days:** No refund
- If You wish to cancel a booking due to a visa refusal, BSC 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, provide
  - a) Notice of Your visa refusal is sent to us a minimum of one week before Your course commences;
  - &
  - b) Official written confirmation of the visa refusal from the Home Office or British Consulate/ Embassy is sent to us before the course was due to commence.
- No Shows or cancellation after arrival for individual booking. No refunds will be given for a cancellation made after the programme start date
- Cancellation for Group booking Individual booking cancellations inside the group booking are subject to standard Terms and Conditions (see 4 point one above). Group bookings may be subject to specific terms and conditions. Please refer to Your Group Quote document for further details or contact your Company representative to discuss.
- All information provided by BSC is the responsibility of BSC. BSC reserves the right to alter any particulars such as fees at the discretion of BSC. BSC reserves the right to cancel any course or close any centre for whatever reason. Should this be necessary, BSC shall offer either a full refund or an alternative course for the same value.

BSC will not be responsible to pay any compensation following a change or a cancellation by BSC and will not be liable to reimburse You for any amendment or cancellation fees You incur in terms of other arrangements You have made with other providers under separate contracts.

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 a Student's program, BSC will consider a partial week the same as if a whole week were completed, provided the Student was present at least one day during the scheduled week. All refunds will be made within 90 days of cancellation.

#### **6. 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 BSC along with clear medical reporting to confirm the presence of Covid-19

On receipt of clear medical evidence, BSC 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

#### **7. ACCOMMODATION**

All BSC accommodation is guaranteed in separate male and female rooms. BSC reserves the right to change the room type booked when necessary. Any upgrade in room type will be offered on a complimentary basis. Any student changed to a lower accommodation category will be offered a refund to the value of the original price difference between the two room categories.

## **8. LEVEL OF ENGLISH**

If a Student does not have the minimum level of English required to follow a specific course, BSC reserves the right to move the Student to an appropriate course for their level. Minimum course levels are specified before enrolment.

## **9. VISAS**

- 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 BSC receives written evidence at least 7 days prior to arrival, BSC 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. PUBLIC HOLIDAYS**

All centres will be open on Public Holidays. The Bank Holiday lessons may be substituted with a full day excursion. An updated list of public holiday dates can be found on individual school pages and on the BSC website.

## **11. ATTENDANCE AND ABSENCES**

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

### **11.1 COVID (and other) Infection during Your Course**

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

## **12. ARRIVAL TRANSFERS**

- 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 suitable 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.

### 13. SUPERVISION

- All students on Young Learner programmes will be required to complete a parental consent form prior to arrival. Please speak with your BSC contact for more details.
- Failure to provide parental consent forms prior to arrival may incur in late confirmation of your booking.
- For all Closed Groups: Group Leader Police Check and Group Leader Agreement documents are required prior to arrival.

#### 14. Behaviour & 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, or lack of attendance. No refund will be given and any unpaid fees become immediately payable. Repatriation is at Your own expense.

#### 14. Photography & filming

- You agree that 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 without further consent or notification.
- If You do not wish to participate, BSC will respect Your wishes but it is Your responsibility to absent Yourself from the photograph/video.

#### 15. Health declaration & medical information

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.

### 16. DAMAGE TO BUILDINGS OR PROPERTY

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

### 17. INSURANCE

- Student combined health and travel insurance is available from BSC for stays in UK & Ireland.
- For detailed information on the insurance policies above, please refer to your BSC contact or the Agent Zone.
- Evidence of insurance is required on arrival at BSC.

### 18. 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.

### 19. 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 BSC at: [admissions@bsc-education.com](mailto:admissions@bsc-education.com) or write in English to BSC's head office:

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

BSC 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.

## **20. FORCE MAJEURE**

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.

## **21. BRIBERY**

BSC 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.

## **22. EMAIL CONTACT**

By agreeing to these booking conditions, You consent to BSC 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 BSC

## **23. PRIVACY POLICY**

BSC'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 BSC, including any information about other persons on Your booking ("Your information"). Your information is collected when You request information from BSC, contact BSC (and vice versa) or make a booking. You are responsible for ensuring that other members of Your party are aware of the content of BSC's Privacy Policy and consent to Your acting on their behalf in all Your dealings with BSC. BSC will update Your information whenever BSC can to keep it current, accurate and complete.
- (b) BSC's use of Your Information: (1) For the purpose of providing You with BSC's services, BSC 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, BSC may exercise its discretion to assist where appropriate. (2) BSC 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 BSC is only prepared to accept sensitive personal data on the condition that BSC have Your positive consent. By booking with BSC You also agree for Your insurers, their agents and medical staff to disclose relevant information and sensitive personal data to us in circumstances where BSC needs to act on Your behalf or in the interest of passengers or in an emergency. If You do not agree to BSC's use of Your Information above, BSC cannot do business with You or accept Your booking.
- (c) Direct Marketing Material: (1) BSC may from time to time contact You with information on offers of goods and services, brochures, new products, forthcoming events or competitions. BSC 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 BSC. If available, You can amend Your previous preference on BSC website(s) or use BSC's "unsubscribe email". Once properly notified by You, BSC 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 BSC's contact and dealing with You is via BSC 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 BSC website if You do so. However, if You also receive BSC's email marketing, BSC will tailor the information sent to You unless You tell BSC not to. This means BSC may use information BSC holds and cookies to identify Your individual web site search behaviour and preferences. This will enable BSC to send You more personalised and relevant communications. You will be given the opportunity on every communication to opt-out of this personalisation. BSC 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, BSC may also use cookies to keep track of the transaction from one web page to another. BSC website(s) may contain links to other sites not controlled by BSC. It is Your responsibility to check the status of these sites.
- (g) Monitoring: To ensure that BSC carries out Your instructions accurately, improve services and for security, BSC may monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around BSC's premises; and (3) transactions and activities on BSC's website. All recordings are and shall remain BSC'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.

#### **24. ADDITIONAL TERMS FOR MINORS (UNDER 18S) – ALL PROGRAMMES**

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. BSC 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 BSC with a contact telephone number in case of emergencies.

#### **25. APPLICABILITY**

BSC Terms and Conditions are applicable to all students and agents representing students.

#### **26. REISSUING LOST/MISPLACED STUDENT CERTIFICATES**

- Paper reprint: £40.00
- Electronic files: £10.00

#### **27. VALID PRICES**

- Prices are valid for courses commencing 1 January 2020.
- Prices are subject to change without notice and will be confirmed upon booking.

#### **28. TERMS & CONDITIONS**

- The current BSC Terms & Conditions supersede any previous Terms & Conditions that were applicable at the time of student's booking.
- The most up to date terms and conditions can be found at [british-study.com](https://www.british-study.com)