

Birmingham College

Terms & Conditions of Application

AGE

1. The minimum age is 18 years. There is no maximum age.

PAYMENT & BOOKINGS

1. A place in classes at BCOL is guaranteed once we have received your full payment or deposit (whichever is applicable – see below).

EEA STUDENTS

1. Please note that letters of acceptance and accommodation details are normally sent via e-mail and cannot be issued until we have received full tuition fees.

Non-Visa Nationals and Visa Nationals

1. Please note that for students applying for a General Student Visa, Student Visitor Visa or Extended Student Visitor Visa, Unconditional Offer Letters are sent via e-mail.
2. No documents can be issued until we have received full tuition fees.

ALL STUDENTS

1. All fees are payable in pounds sterling and payment can be made as follows:
 - o I. by bank transfer directly to our account. Please note that all bank charges must be paid at source, otherwise the student will be charged on arrival. Please email us a copy of the Acceptance Form and Proof of payment. Please indicate the student's name / application reference on the transfer.
 - o II. by cheque made out to Birmingham College.
 - o III. by cash, either in person at the school.
2. We can send letters by special delivery service (DHL) at extra cost.
3. The cost of course does not include the cost of any examinations. Please note the College does not expect students to purchase any books on arrival or pay a registration fee.

ACCOMMODATION

1. Please note the College does not provide any form of accommodation. We can guide and advise you by providing you information on suitable options for accommodation, book a viewing etc. but are not responsible for making any decisions.

PRE-ARRIVAL CANCELLATIONS & REFUNDS

We strongly recommend that students take out insurance to cover fees and costs in case of cancellation or leaving early. We have to inform the UK Border Agency about any non-EU students who do not arrive on the agreed date. Please see the college terms and conditions for refunds mentioned on the step 4 of the application process on the college website.

ATTENDANCE

1. We are a serious school and expect every student to be on time, attend every lesson and do all their homework. Punctuality is also recorded for students.
2. We keep attendance registers.
3. Any student who is sick must:
 - o For absences of up to 6 school days, complete a self-certification sickness form on their return.
 - o For absences of 2 school days or more, provide a certificate from their doctor.
4. If you miss a lesson, regardless of the reason, we cannot give a refund or allow you to take the lesson at another time.
5. If a student is absent for 10 consecutive days or more, or is repeatedly absent (e.g. 1 or 2 days per week), without authorisation, they will be reported to the UK Border Agency if they are a visa national, and to their sponsor if they are a sponsored student, and they may be asked to leave the school.
6. If a student is asked to leave the College for poor attendance or conduct, their fees will not be refunded.
7. Students will only receive a leaving certificate if their attendance has been satisfactory.

VISAS

1. It is your responsibility to ensure that you have the correct visa type and appropriate leave to remain in the UK. In the event that we find that you do not have appropriate leave to remain, we will terminate your course immediately. In this case, tuition fees are non-refundable.

PHOTOGRAPHS AND FILMING

1. Classes cannot be filmed or otherwise recorded in any way without the permission (in writing) of either the Vice Principal / Academic Director of Studies.
2. The College may use film or still photographs of students for promotional purposes.
3. You must inform the College in writing before your course starts if you will not allow us to use such images.

BANK ACCOUNT

If you are enrolled in school for 6 months or more, the College can arrange for you to open a bank account at a local bank.

OTHER

1. The College strictly adheres to the published age limits for courses.
2. In very rare circumstances, the stated maximum class size might be exceeded. If this does happen, it will only be for a very limited period.
3. The College reserves the right to cancel or alter a course. If we do so, we will offer either an alternative course or a refund for the remainder of the course you would be forfeiting.
4. Where there is only one person on a particular group course, we reserve the right to offer the cost-equivalent number of individual lessons.
5. If your English level is not suitable for the course you have booked, we reserve the right to move you onto a different course or to refuse you admission to the school.
6. The College reserves the right to change teachers at any time during the course.
7. The College reserves the right to alter dates, fees and any particulars in the brochure without prior notice.
8. The College reserves the right to move classes between rooms and premises as appropriate.
9. Students who cannot read or write Roman script cannot be accepted on our courses.
10. The Managers of the College reserve the right at their absolute discretion to refuse any application for enrolment of a student at any stage of the application or booking process. The College shall be under no obligation whatsoever to give reasons for the decision of the Managers. If an enrolment is refused, all paid fees will be refunded.

PERSONAL INFORMATION

1. We keep your information in electronic and paper format.
2. Some of the personal information you supply will be passed on to sponsors, accreditation providers or if requested by the police etc.
3. Under UK law, we must give information to the UK Borders Agency if required to do so.
4. In order to fulfil our obligations to you, and, in some cases, to the British authorities, it is necessary for us to see and copy your passport (and visa if applicable), to have contact details for you in Birmingham (including address & a mobile phone number if you have one), and to have details of your next of kin in your country. You must therefore agree to provide these details and keep them up to date if they change.
5. Students and/or parents are reminded of the need to disclose medical information about the student to the College when the application is made and to enquire prior to enrolling whether the College and accommodation facilities are suitable for the individual's needs. By accepting these Terms & Conditions you accept our right to use your personal information in this way.

CONDUCT

1. The College reserves the right to refuse admission to any student or to dismiss any student from the College without refund of tuition fees in the event of misconduct or unsatisfactory attendance or work. The College expects students to adhere to the standards and rules we set.
2. We expect students to behave reasonably at all times towards other students, college staff and to respect cultural, racial and religious differences.
3. If a student is asked to leave the College for poor attendance or conduct, their fees will not be refunded.
4. Students have to pay for any damage they cause on the College premises and for any college resources they might have damaged.

RESOLUTION OF DISPUTES

1. All complaints will be fully investigated as per our 'Complaints Procedure' providing:
 - o The complaint is made while the student is attending our school.
 - o The complaint is registered in writing with the Academic Director, Operations Director or Accommodation Manager (refer to contact details on our website).
 - o All invoices relating to the student making the complaint have been settled in full.
2. We do not accept complaints received after the student has returned to their own country.

LIABILITY

1. The College does not accept any liability in the case of illness, accident, loss or damage to personal effects or property:
 - o occurring on the College premises, except where such liability is imposed under UK law.
 - o Where transport has been booked through the school.
2. The College does not accept liability for losses or additional expenses you might incur because of cancellation or delays to your travel services. We recommend all students to take out insurance before leaving their home country.

FORCE MAJEURE

1. The College is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disaster that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. Refunds will not be made in such circumstances.
2. In the event of an outbreak of infectious disease, all students and or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the school.

3. If the College asserts Force Majeure as an excuse for failure to perform its obligations, then the College must prove that it took reasonable steps to minimise delay or damages caused by foreseeable events, that the College substantially fulfilled all non-excused obligations, and that the other party (student, agent, etc.) was, where possible, notified of the likelihood or actual occurrence of the event.

Reviewed September 2019 (Source: Wimbledon school of English, London)