

# **BEC Terms and Conditions – Group Bookings – Junior Courses**

## Confirmation of Bookings

1. Bookings are *reserved* when the School receives a completed booking form. To be “complete” the form must include, as a minimum:
  - arrival and departure dates
  - number of nights of stay
  - type of accommodation and course chosen
  - number of students, group leaders and any other members of the group.
2. Bookings are *confirmed* when the School receives payment of the deposit set out in the group proposal/agency agreement.

## Cancellations

The following charges will apply in the event of cancellation:

1. If you wish to cancel your booking, you must inform BEC in writing.
2. If you cancel a booking more than 28 days before the course start date, BEC will offer a 12-month credit note to the value of the fees, minus the non-refundable deposit. If you cancel a booking between 28 and 14 days before the start date, BEC may retain 50% of the total course fees. If you cancel a booking less than 14 days prior to the course start date, BEC may retain 100% of the course fees.
3. If you have asked BEC to arrange accommodation for your students, your booking is conditional upon accommodation being available. BEC may cancel a booking by giving you at least 10 days’ written notice prior to your accommodation start date if BEC is unable to secure, reserve or retain such host accommodation.
4. If BEC cancels your booking due to the unavailability of host accommodation, BEC will refund you the fees and deposit.

## Enrolment - Prior to Arrival

1. Group/Agent Responsibilities. Groups or their agents MUST supply the School with all the relevant information required for each member of the group.  
This information includes:
  - parental consent forms
  - online test submissions
  - age
  - gender
  - special dietary requirements, including details of any allergies and intolerances
  - special medical requirements, including any special needs provisionFailure to provide accurate or incomplete information may cause unnecessary disruption to the planning of classes, activities and/or accommodation.

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2. Broadstairs English Centre Undertakings. The School will use the information supplied by the group to plan classes, activities and accommodation.
3. Classes are planned taking into account:
  - student ages
  - student levels
  - types of courses booked

### Ages:

- Students booked on junior courses must be under 18 years of age or attending the same school as the other members of their group if they are 18 years of age or older.
- All students (including any who are 18 years of age or older) are considered to be juniors if they are booked on a junior course and are expected to adhere to the rules set out for junior courses.
- In classes, British Council regulations state that students under the age of 16 must not be classed with students who are 18 years of age or older.

### Levels

- Student levels will either be provided by the group/agent or determined using the School's placement test.
- Classes are built using the data collected from the group/agent and/or the placement test. Maximum class size is usually 16. However, the School reserves the right to exercise its discretion when placing groups who arrive at the School with student numbers that are slightly over "ratio": i.e. 17 students may be placed in one class; 35 students may be placed in two classes; etc.

### Types of courses booked:

The mixing of nationalities in classes may be requested, but cannot be guaranteed. Factors that may allow for but may also block mixing of nationalities include:

- which other group(s) (if any) is/are booked at the same period
- the type of course(s) booked by the groups at the time
- the ages and levels of the students in question

### Timetable

1. The School runs classes both in the mornings and the afternoons. The distribution of classes is shown on the activity programme allocated to each group. The number of classes in the course is set out in the initial booking proposal.
2. Activities are planned taking into account student ages and the types of courses booked. The School runs activities in the mornings, afternoons and evenings and at the weekends. The distribution of activities is shown on the activity programme allocated to each group. The number and type of activities in the programme is set out in the initial booking proposal.

### Accommodation

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1. Accommodation is either with homestay providers or in the School's residence.
2. Students are accommodated in homestay accommodation taking into account:
  - student ages
  - student genders
  - special dietary requirements
  - special medical requirements
  - requests and preferences
3. British Council regulations state that:
  - no more than four students may be accommodated in the same homestay accommodation at the same time
  - students under 16 will not be housed with students who are 18 or older
  - no more than two students will be housed in the same room, unless agreed in writing by the School and the agent/group (on behalf of the students concerned) (If you have requested students to be in groups of 3, please be aware that they may all be housed in one room.) The School will not normally place students of different genders in the same homestay accommodation.
4. The School will take all reasonable steps to assure that special dietary and medical requirements are catered for in homestay accommodation. It is the responsibility of the agent/group to provide full details of any such requirements well in advance of the group's arrival. Information must be given to the accommodation officer at least one month before the date of arrival.
5. Students who require self-administered injections must bring their own sharps box for safe storage and disposal of used needles.
6. Students will not be given any medication by School staff or homestay providers.

Parents who wish their child to be given medication whilst at the School must provide a written statement requesting this provision and detailing the exact procedures to be followed. In the case of emergencies, the School understands that parents give their consent for emergency treatment to be given at the discretion of the School.

7. IF PARENTS DO NOT WISH TO GIVE THEIR CONSENT FOR EMERGENCY MEDICAL TREATMENT TO BE GIVEN, THEY MUST INFORM THE SCHOOL IN WRITING PRIOR TO THEIR CHILD'S ARRIVAL AT THE SCHOOL.
8. The accommodation officer will take requests and preferences into account, but cannot guarantee that any requests or preferences that are outside of the general terms of the booking agreement or group proposal
9. Students are accommodated in the School residence taking into account the same basic factors as with homestay accommodation. Students of different genders are housed on different floors within the School residence and students of different genders are not allowed to enter the dormitories of the opposite sex. The School provides at least one full-time member of staff as a supervisor when the residence is in use.

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10. Group leaders will be placed in residential accommodation in the ratio of 1 leader for every 15 students. Group leaders outside of this ratio cannot be guaranteed residential accommodation – they will be placed in homestay or guesthouse accommodation at a supplement/night depending on availability and board.
11. A damages deposit of £200 will be required by each group staying in the residence. A damage check will be carried out by a member of BEC staff and a group leader on the first day of the group's stay and again on the last day. Any damages caused by students must be paid for. The cost will be deducted from the deposit. Should the costs exceed the deposit, the balance must be paid before departure.

### Complaints and Remedies

1. Student/group complaints:  
If any student (or group leader) wishes to make a complaint, they should follow the School's Complaints Procedure. All students are given information about this procedure as part of their welcome pack in their first lesson (or their induction in the case of courses without lessons).
2. Broadstairs English Centre complaints:  
If the School finds the conduct of any student (or group leader) to be unacceptable, they will follow the School's procedures with regard to student conduct. If the homestay provider is unhappy with the conduct of any of their guests, students may be moved from a homestay provider to a different homestay provider.
3. If the School finds the conduct of any student to be either illegal, threatening or in some other way unacceptable, the School reserves the right to remove that student from the course. In such a situation, the group/agent is responsible for arranging for the student to return home, at their own expense. No refund will be given if a student is asked to leave a course because of poor behaviour.

### Refunds

The School does not give automatic refunds except in the following situations:

1. Where a student has failed to secure a study visa (proof of the application being denied must be provided).
2. If a visa application is rejected and we receive written evidence at least 14 days prior to arrival, we will refund the fees received in full, less an administrative fee of £25. Where we receive this evidence, the refund will be paid to you within four weeks of your providing us with bank details and signed authorisation that the refund should be paid to that account. If written evidence of a refusal is received less than 14 days prior to arrival, then the refund will be paid less the administrative fee and accommodation fees (£20/night for the duration of the course).
3. The School will consider discretionary refunds on a case-by-case basis in situations where students cannot attend courses for various reasons.

### Disputes

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1. Disputes that arise concerning BEC and agent agreements will be subject to the jurisdiction of the courts of England and Wales.

### Insurance

1. Students and group leaders are advised to ensure that they have adequate insurance for themselves and their possessions. Agents/groups should check whether, or not, they are eligible for free health care when visiting the UK. The School takes no responsibility for the loss of or damage to personal property while students/group leaders are at the School.
2. Broadstairs English Centre, its directors, employees, representatives, agents, homestay providers and subcontractors will not be liable for any sickness, injury or death of a student, any damage caused to a third party by a student or repatriation costs, except in the event of proven negligence or misconduct. Individuals are encouraged to ensure that they have adequate insurance cover.

### Privacy and promotional activity

1. The General Data Protection Regulations (GDPR) ensure that the collection of personal data by organizations is done with the individuals' full knowledge of how and why their data is being collected, used and stored. For more information on how Broadstairs English Centre collect, use and store your personal information, please see our privacy notice below:

<https://broadstairsenglish.com/wp-content/uploads/2019/03/Privacy-Policy.pdf>

2. The School may from time to time use images taken on the School premises and during activities for promotional purpose. More details can be found on the *parental consent forms*.

### Force Majeure

1. Broadstairs English Centre 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 sanctions, 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 UK government agencies or by the school. If the school asserts Force Majeure as an excuse for failure to perform its obligations, then the school must prove that it took reasonable steps to minimise delay or damages caused by foreseeable events, that

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the school substantially fulfilled all non-excused obligations, and that the other party (student, parent, agent etc.) was, where possible, notified of the likelihood or actual occurrence of the event.

BEC reserves the right to take any fair and reasonable action we think appropriate should a situation arise not covered by these Terms.

### Declaration

Agency/School name:

Agency/School address:

Telephone:

I have read and understood and agree to the terms and conditions as set out above in the *Broadstairs English Centre Terms and Conditions Group Bookings Junior Courses* (also available at <http://www.broadstairsenglish.com/about-us/termsandconditions>)

Signed:

Position:

Date:

Company/School stamp