

# Terms and conditions

These terms and conditions set out the agreement between Bayswater Education, "Bayswater" (Registration No. 11089784 Registered Office: 167 Queensway London W2 4SB), and Students enrolled on any course (as defined below) at any Bayswater centre. For any questions or clarifications about these terms, please contact us via the website.

These T&Cs relate to all individual Student bookings.

Alternative T&Cs relating to groups programmes will be shared prior to booking but may also be found on the Bayswater Summer website ([www.bayswatersummer.com/](http://www.bayswatersummer.com/)).

Adult English Language courses are open to Students aged 16 and over. Adult French Language courses are open to Students aged 15 and over. Adult Professional courses are open to Students aged 18 and over. Adult Diploma and Diploma with Co-op courses aged 19 and over. Year-round and Summer groups Students can be aged 5 and upwards depending on location, type of course and date of study.

These T&Cs were last updated on the 23rd June, 2025.

## Definitions

Admissions - The team that manages applications and enrolments pre-arrival.

Agent - The person or organisation that the Parent or Student has entered into a contract with directly (and separately) for the provision of services relating to educational services.

Arrival Date - The date on which the Student arrives in Bayswater accommodation/private accommodation or starts a course, whichever is sooner.

Code of Conduct - A document that lists the behaviours that are acceptable when studying at Bayswater.

Enrolment - Confirmation that a Student has been registered to one of our centres.

Financial Guarantee Letter (FGL) – A Letter from a government or embassy stating that they will cover the cost of tuition for a specific period of time.

Letter of Acceptance (LOA) - A letter issued after receiving payment for the non-refundable registration fee.

Minor – For the purposes of the T&Cs, a minor Student is defined as follows: **UK, France, South Africa & Canada** (excluding Vancouver): a person who is 17 years old and younger; **Vancouver**: a person who is 18 years old and younger.

Notice of Withdrawal – Notice given by the Student or their Representative to inform Bayswater that the Student is cancelling or shortening their Course. (Only relevant for Bayswater Vancouver.)

Parent/Guardian - All natural parents, or any person who, although not a natural parent, has parental responsibility for a child or young person. The term Parent is deemed to include the role of 'Guardian' (a person who has been appointed by a judge to take care of a minor child personally and/or manage that person's affairs). The Parent is deemed to be the person responsible for the payment of fees.

Parental Consent Form - The Parental Consent Form allows a parent or other legal guardian to give consent for their child to participate in activities, attend events, or for Bayswater to use information related to the child for a specific purpose.

Personal Data - Personal data as defined in the Data Protection Legislation.

Provincial Attestation Letter (PAL) is a letter required by Canada, Immigration Refugees and Citizenship Canada (IRCC) for new study permit applications.

Sponsored Student - A Student who has a financial guarantee letter from their government or embassy.

Student - The person who is studying at one of our centres.

Student Representative – The Agent, or other third party, that is acting on behalf the of the Student.

The Centre - The centre at which the Student studies, also referred to as "Bayswater", "We", and "Our."

Withdrawal Date – The new end date of the course following a Notice of Withdrawal. (Only relevant for Bayswater Vancouver.)

## **1. Personal Information**

1. Bayswater needs to see and copy the Student's passport (and visa if appropriate) and to maintain up-to-date Personal Information.
2. It is the Student's responsibility to provide this information and update Bayswater if anything changes.
3. Please refer to Bayswater's privacy policy for details of how we store personal information. Please find a copy of the policy here <https://www.bayswater.ac/privacy-policy>

## **2. Visas**

1. Students are fully responsible for complying with all requirements of the appropriate immigration authorities both before and during their stay in their chosen country: Visa requirements are subject to change, and it is the responsibility of the Student to arrange all applicable travel permits or visas and to have a valid passport and leave to remain for the whole period of study. The Student may be asked to make payment in full prior to the issuing of any of the visa documentation referred to below. For Students under the age of 18, completed documentation from a parent or guardian will be required before a Student visa can be issued. Visas are not required for online-only programmes.

**Canada:** Our centres have Designated Learning Institution (DLI) status with Immigration, Refugees and Citizenship Canada (IRCC). We will provide the Student with a Letter of Acceptance (LOA), and/or Provincial Attestation Letter (PAL), to assist the Student with their visa application, if applicable. The LOA is issued after receiving payment for the non-refundable registration fee.

**UK:** If the Student's application is successful, we will provide them with an offer letter for a Visit visa (6 months) or Short Term Study visa (STSV, 11 months). See the following website for further details: <https://www.gov.uk/browse/visas-immigration>. Please note an STSV can only be used for the course and school on the initial visa application. The Student cannot transfer to another provider during their stay in the UK. New immigration rules were introduced in January 2021 after the UK left the EU. Students from the EU are now subject to post-Brexit UK immigration rules but can still travel to the UK with minimal immigration checks under the Visitor Route for short trips or study for up to 6 months. To study for longer than 6 months, EU Students must apply for a Short-Term Study visa (STSV).

2. Bayswater is not authorised to advise Students on visa processes and regulations. Students can refer to the following websites or speak with a registered immigration consultant.

UK - <https://www.gov.uk/browse/visas-immigration>

Canada - IRCC: <https://www.canada.ca/en/services/immigration-citizenship.html>

France - <https://france-visas.gouv.fr/en/web/france-visas/>

South Africa - <http://www.dha.gov.za/index.php/applying-for-sa-visa>

Cyprus - <https://www.gov.cy/en/information/visas/>

3. If Bayswater believes that the Student is not able to or does not intend to follow the course, it may not allow the Student to enrol on the course.

### 3. Payments

1. To reserve a place on a course, the Student must pay the tuition, registration, and any additional fees in full before they start the course.
2. A non-refundable deposit is required at the time of application for all full-time courses.

UK - 200.00 GBP

France/South Africa/Cyprus - 200.00 EUR

Canada - 190.00 CAD

3. Full payment must be received at least 30 days prior to the course start date.
4. Students are responsible for any bank fees incurred during the payment process.
5. Tuition fees cannot be transferred to another Student.

6. Tuition fees do not cover the cost of other materials and services that may be required, including, for example, examination fees, bank charges, insurance, etc.
7. Course and accommodation are only secured for the period that has been paid for in full.

#### **4. Sponsored Students**

1. Sponsored Students will not be allowed to start their course without either a Financial Guarantee Letter (FGL) or tuition fees paid in full.
2. Any fees paid directly to Bayswater will be refunded to the fee payer upon receipt of the FGL.

#### **5. Refunds**

1. Cancellations
  1. All cancellations or course withdrawals must be made in writing to Bayswater ([bookings@bayswater.ac](mailto:bookings@bayswater.ac)).
  2. The following fees are non-refundable: deposit, registration, courier, accommodation placement, bank charges, or credit card fee(s).
  3. A refund will not be provided in any circumstances where the Student has supplied fraudulent, forged or deliberately misleading documentation.
2. Tuition Refunds before Arrival
  1. In order to get a full refund, the Student or Student Representative needs to notify Bayswater of the cancellation, in writing, 14 days or more before the course start date.
  2. If the Student or Student Representative cancels their course less than 14 days before the start date, the Student will be charged 4 weeks' of their tuition fees.
3. Tuition Refunds after Arrival (with the exception of Vancouver)
  1. No refunds for tuition will be granted once the arrival date has passed, with the exception of Bayswater Vancouver, whose policies are outlined below.
  2. If a Student is expelled, no refunds will not be issued for any unused tuition or accommodation, with the exception of Bayswater Vancouver, and any unpaid fees will become payable immediately.
4. Bayswater Vancouver Tuition Refunds after Arrival
  1. This policy section applies to approved programmes only. For programmes that do not require approval, defined as less than \$4,000 CAD tuition and less than six months in duration, the standard Tuition Refunds After Arrival section is used.
  2. Students must give Notice of Withdrawal in writing using the Bayswater Refund Request Form, or delivered in any manner that provides a receipt or other verification indicating the date of delivery.
  3. The amount of refund a Student may be entitled to will depend on the new end date of their course and the proportion of the tuition they will have completed by that new end date.
  4. If a Student withdraws or is dismissed within 7 days of the program start date, Bayswater may retain 10% of the tuition, but no more than \$1,000.
  5. If the new end date occurs after 10% of booked tuition hours have been provided but no more than 30%, Bayswater may retain 10% of the total tuition fees.
  6. If the new end date occurs after more than 30% but before 60% of tuition hours have been provided, Bayswater may retain 30% of tuition.

7. If the new end date occurs after more than 30% but no more than 50% of tuition hours have been provided, Bayswater may retain 50% of tuition.
  8. If the new end date occurs after more than 50% of tuition hours have been provided, no refund is required.
  9. If a withdrawing Student does not attend the first 30% of tuition hours, Bayswater may retain up to 50% of the tuition.
  10. The same refund calculation applies to students who have received a notice of dismissal or termination and the new end date indicated on the notice of dismissal will be used for calculating refund eligibility.
  11. In cases where a Student is not entitled to a refund of tuition fees, they may still be refunded fees paid for unused course materials.
  12. Refunds owed to Students must be paid within 30 days of Bayswater receiving written Notification of Withdrawal or refusal of a study permit, or within 30 days of Bayswater's written notice of dismissal. Refunds owed to a Student who fails to attend his/her courses will be issued within 30 days after the date on which the first 30% of the hours of tuition would have been provided had the Student attended their courses.
  13. If a Student is cancelling their course after arrival due to a study permit refusal, we will not issue a refund if the Student submits the study permit refusal after 30% of instruction hours have elapsed. Instruction hours will be counted from the programme start date indicated on either the most recent LOA or the enrolment contract, whichever date occurs later.
5. Cancellation Due to Visa or Study Permit Refusal
1. If a visa or study permit application is refused, Bayswater will refund tuition fees provided that the Student presents the original visa refusal document from the relevant Immigration Authority.
  2. Bayswater does not refund if the visa or study permit refusal is the fault of the Student (missing documents, wrong documents, wrong intention); however, Bayswater will refund if the refusal is the fault of Bayswater.
  3. If a visa or study permit is refused, Students can postpone and re-apply for the visa or study permit; however, depending on the cancellation date, some fees might be incurred.
  4. Refunds may take up to 8 weeks to process once Bayswater receives the refusal document.
  5. No refund will be issued if the Student is expelled from the country of study by the local Immigration Authority.
6. Accommodation Refunds before Arrival
1. As a general rule, Students wishing to cancel any booked Accommodation will pay a cancellation fee that will vary according to how much notice of cancellation, in advance of the start date, the Student has given, as follows:
 

Notice of more than 14 days - no cancellation fee

Notice of 0 -14 days - a cancellation fee equal to 2 weeks' accommodation fees
  2. Ad hoc accommodation options may have different cancellation terms depending on the provider; in these cases, this information will be passed on during the booking process and Students will be subject to these terms.
7. Accommodation Refunds after Arrival

1. Students leaving their accommodation must give at least 4 weeks' notice in writing.
2. After deducting the price of accommodation used, including the required notice period charged at the standard accommodation rate, the remaining accommodation fees will be refunded.
3. Minor Students under Bayswater's custodianship cannot cancel homestay.

## **6. Administration of Courses**

1. Requests to change the time or date of classes of course must be made at least two weeks in advance of the start date. All changes are subject to availability and at Bayswater's discretion.
2. The duration of the course or the time allotted to complete the course will not be extended by unauthorised absences or uncertified illnesses.
3. Bayswater reserves the right to change teachers, lesson times, and rooms and to combine classes for different courses at its discretion.
4. Bayswater reserves the right to change the details of its services, including courses, facilities, accommodation, and course dates, where circumstances beyond its control necessitate such changes or where the number of enrolments is not enough to operate a course viably.
5. Bayswater reserves the right to change a Student's schedule during their course.
6. Students must take Bayswater's online placement test before the start of their course to determine their level of study.
7. If a Student does not have the minimum language level required to study on a specific course, Bayswater reserves the right to move the Student to an appropriate course for their level.
8. All lessons are 45 minutes in duration unless otherwise stated.
9. In the event of strikes (e.g. to transport) alternative arrangements will be made to offer your classes online where possible. For events that are out of Bayswater's control we will not be held liable to deliver hours lost.
10. Canada - Student Grade Appeal Policy

If a Student is not satisfied with a grade they have received, they can follow Bayswater's Grade Appeal Policy within 5 days of receiving the grade.

The Director of Studies will accept written descriptions of all disputes.

All disputes will be addressed and settled within 10 business days of receipt of notification.

If the Student is not satisfied with Director of Studies' resolution, they are invited to continue the appeal as per the Dispute Resolution Policy [here](#).

## **7. Attendance**

1. Because Bayswater wants students to get the maximum benefit from their course, Students should be on time and attend all their classes every day. Students must arrive at classes before the published start time and return promptly after the break. Students who arrive more than 10 minutes late, or miss more than 10 minutes of class, will be marked absent and may be refused entry to the class.
2. If a Student is persistently late, they may be excluded from the course.

3. If Students cannot come to school, they must report their absence in advance or the day of by contacting the Student Services department.
4. Students must follow local guidelines with regards to providing doctors' notes for absences.
5. Students should attend 100% of their course but are required to maintain a minimum of 80% attendance on the programme in order to receive a certificate at the end of their programme.
6. If a Student's attendance falls below 80%, all Bayswater centres, with the exception of Vancouver, will follow the advertised Attendance Policy and Processes. Vancouver's attendance policy can be found [here](#). If attendance does not improve, it could result in the Student's expulsion.

## 8. Holiday & Course Breaks

1. Public Holidays - In some of our locations on public holidays classes are normally not held and the location is closed on these public holidays. All published programme start dates fall on a Monday. If the Monday is a public holiday, the start date will fall on a Tuesday. Compensation will not be made for classes not offered on public holidays. All location public holidays are stated on the individual pricelists.
2. Some centres will be closed for a week over Christmas; Students on courses that straddle these periods will automatically get a course break inserted and their end date will reflect this.
3. Students must submit their vacation/holiday request at least 2 weeks before their vacation/holiday.
4. Students must receive written approval before being absent. Otherwise, absences will be recorded.
5. The maximum length of their course break depends on how many weeks the Student has enrolled in their course at Bayswater:

12 to 23 weeks: 2 weeks

24 to 35 weeks: 4 weeks

36 or more: 6 weeks

6. All vacations/holidays start on a Monday and end on a Friday, and they are a minimum of 1 week.
7. Students who are away for 6 weeks or more may be asked to retake the level placement tests.
8. Students must ensure that they are still legal to study when they return from vacation/holiday. They must be able to finish their studies while following the rules and conditions of their visa.

**Canada** - Students in the University Preparation Programme, Professional Certificate programmes and or Diploma courses are not eligible to take vacations.

## 9. Accommodation

1. Bayswater can arrange accommodation for Students, subject to availability.
2. Bayswater acts as an intermediary between accommodation providers and Students.

3. When a Student's first choice of accommodation is not available, they will be given the opportunity to select an alternative type or cancel their accommodation request.
4. We aim to release accommodation details 14 days prior to the arrival date, subject to receipt of full payment.
5. Accommodation bookings are charged on a weekly basis. Sunday to Saturday, Sunday to Sunday, or Saturday to Saturday would all be calculated as 'one week'. If a Student wishes to arrive earlier or depart after a week, they will be charged on per night basis on a pro-rata basis. All accommodation bookings are subject to availability.
6. Any request to change accommodation after arrival will be dealt with at Bayswater's discretion and subject to availability.
7. There is no obligation for the homestay host to spend a specific amount of time with the Student.
8. We have a zero tolerance to illegal substances or law-breaking; Students found breaking any national laws will be expelled, and the Student may be reported to the relevant authorities. We will not be responsible for any associated costs.
9. Students will be charged to cover any damage or breakages caused to the accommodation as a result of the Student's actions.

## **10. Transfers**

1. Bayswater can arrange airport transfers on arrival or departure.
2. This service is subject to availability and to payment in advance.
3. Additional charges may apply for excess waiting times incurred.
4. Students are responsible for supplying full and correct information on travel requirements and for updating this information as and when necessary. This includes arrival airport, flight number, and city of origin.
5. In case of flight detail changes or a cancellation request, Bayswater must receive new flight information or written cancellation at least 48 hours before the flight, in order for the Student to avoid penalty fees. Bayswater will only refund airport transfer charges if cancelled more than 48 hours before the transfer date.
6. If a Student misses a flight or if the flight is delayed, it is their responsibility to contact the emergency line indicated on their homestay or transfer confirmation. If the Student fails to do so, they will be charged for another transfer.

## **11. Student Code of Conduct and Dismissal**

1. Bayswater is committed to a safe, educational and nurturing environment for all Students and staff. Bayswater fully supports and complies with all applicable federal, provincial and municipal laws and ordinances.
2. Students are expected to adhere to the following:

Comply with all Bayswater facility rules, policies and regulations.

Treat others with dignity and respect.

Participate in class at all times.

Treat all Bayswater facilities, resources, and equipment with care and respect.

Refrain from misuse of alcohol, tobacco, and controlled or restricted substances.

Abide by the terms of their study permits and visas, if applicable.

Abide by all laws, statutes, and policies of the jurisdiction.

For the avoidance of doubt, Bayswater views unacceptable behaviour as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe fire and safety rules, smoking other than in authorised areas and selling or consuming alcohol or illegal drugs on Bayswater's premises.

Any Student who intentionally or negligently causes damage to Centre property will be expected to pay the full cost of repairing or replacing such property.

3. In general, the following steps will be taken for violation of this Bayswater Code of Conduct.

**1st Offense:** The Student will be reminded of the rule that was broken and given a verbal warning. If the Student is a minor, the Student's parent or guardian will be informed of the violation. This warning will be dated and placed in the Student file.

**2nd Offense:** The Student will be given a written warning which will be dated and signed by the Student and the Bayswater staff member. The Student's sponsoring agency or agent will be notified, as will the Student's parent or guardian if the Student is a minor. A copy of the written warning will be included in the Student file.

**3rd Offense:** The Student will be expelled from the programme and will be given an expulsion Letter, which will instruct the Student to either immediately transfer to another school or immediately return to his/her home country. Expelled Students cannot continue their studies at any Bayswater centre. The Student's sponsoring agency or agent will be notified, as will the Student's parent or guardian if the Student is a minor. A copy of the Expulsion Letter will be included in the Student file.

4. If a refund is due to a Student, the refund will be processed in accordance with the Tuition and Refund Policy.
5. If the Student owes tuition or other fees to the institution, Bayswater may undertake collection proceedings for the amount owed.
6. Bayswater reserves the right to immediately bypass the normal disciplinary process in cases of extreme violations or serious misconduct.
7. Respectful and Fair Treatment of Students Policy:

Bayswater is committed to ensuring that its learning environment promotes the respectful and fair treatment of all Students.

While on Bayswater premises, accommodation, or during activities or events hosted by Bayswater, the following activities are prohibited:

Bullying, violence, threatening language, racial harassment or any other form of harassment or discrimination.

If under any circumstances, a prohibited activity occurs, the following outlines the process for addressing the activity: Students should report the situation in person or in

writing to the Centre Director of their centre, who will take immediate action to prevent further problems.

Individuals found responsible for these actions resulting in disruption or negative impact on the school environment will be subject to disciplinary action that could include suspension or dismissal from Bayswater.

8. Sexual Misconduct Policy can be found [here](#).

## **12. Photography & Video**

1. Bayswater regularly takes photographs or video footage of Students participating in activities and collects written or video Student testimonials for promotional purposes, both printed and online.
2. Bayswater will respect the wishes of any Student who does not wish to participate in promotional photography or video but it is the student's responsibility to absent themselves at the time of photography / filming.
3. Students will be informed when videos or photos are being taken and may choose not to participate.
4. Students who are invited to provide testimonials or to have individual or small group photos taken will be informed of their use and will be given a consent form at the time.

## **13. Force Majeure**

1. Bayswater will not be liable or responsible for any failure to perform or delay in the performance of, any of its obligations in relation to providing a course or accommodation that is caused by events outside its reasonable control (Force Majeure Event).
2. A Force Majeure Event includes any event beyond Bayswater's reasonable control and includes (without limitation), the following: fire, natural disaster, acts of government, acts of terror, failure of suppliers or subcontractors, labour disputes, epidemics, or other reasons which are outside Bayswater's control.
3. Bayswater's obligations in relation to courses or accommodation are suspended for the period that the Force Majeure Event continues.

## **14. Liability**

1. Bayswater shall not be liable for any loss or damage which arises out of or in connection with or as a consequence of a Student's use of Bayswater's premises, accommodation, or organised activities.
2. Bayswater is not responsible for the safekeeping and delivery of any personal property or post sent to Students at Bayswater.
3. Students must pay for any damages caused by them to Centre property or to the accommodation booked via Bayswater.
4. Bayswater shall not be liable in the case of poor or non-performance of services provided by a third party that it has mediated.

## **15. Insurance**

1. Bayswater recommends that all Students have travel insurance coverage, which includes medical, repatriation, and personal liability as a minimum.
2. Students are solely responsible for ensuring they have appropriate insurance in place to cover their travel, possessions, and attendance at Bayswater.
3. **Canada** - International Students are required to obtain medical insurance for the duration of their stay in Canada. Students must provide proof of medical insurance on their first day of class. We do not ask for specific coverage, such as personal liability.

## **16. Data Protection**

1. In order to deliver education and protect Students' welfare, Bayswater will collect and process personal data, including sensitive and special category personal data (as defined in the Data Protection Act 2018 and GDPR respectively) that relates to the Student and their circumstances.
2. Full details of the personal data collected and processed by Bayswater, the purposes for which it is collected, and the legal basis for doing so are contained in the Bayswater Privacy Policy which can be accessed via this link <https://www.bayswater.ac/privacy-policy>

## **17. Minor Students**

1. Minor Students, who are 16 years old or above, study alongside adult Students with minimal supervision outside class times.
2. Parents and Guardians of minor Students should read our Parental Consent Form and are required to send us the completed and signed form before the Student's arrival date. The Parental Consent Form details the levels of supervision that Bayswater will provide for minor Students. The Consent Form outlines the specific policies minors must follow, including but not limited to the homestay, attendance, and safety policies.
3. Minor Students who wish to withdraw from the course will need to provide written confirmation of this in advance from a parent or guardian. The written consent should confirm the finish date of the course when the Student will leave the country, and the travel details.
4. Minor Students may need to carry a letter of consent to travel alone and present it, if requested, on arrival in the country.
5. Minor Student attendance should be 100%; written and detailed parental authorisation must be sent to the school for any planned absence at least 2 days in advance. Minor Students must inform the school immediately in case of illness.

## **18. Agreement**

1. The current Bayswater T&Cs supersede any previous T&Cs that were applicable at the time of the Student's booking.
2. By either submitting an application or paying either a deposit or full fees, the Student has read, understood, and agree to the above conditions.
3. All courses and accommodation offered are subject to availability.
4. Bayswater reserves the right to cancel or make changes to course or accommodation arrangements without liability if obliged to by circumstances beyond its control or due to low demand or where the Student's preferred accommodation is unavailable. In such circumstances, Bayswater will offer the best alternative arrangements, dates, or venues available.

## **19. Complaints and Disputes**

1. Students should bring any problems to our attention immediately in order for us to help.
2. All complaints must be in writing. Feedback and complaint forms are made available to students. The complaint policy can be found [here](#).