



27 QUEEN SQUARE · BATH ·
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Sponsor Licence Number:
5XAG725A3

Terms & Conditions

Adult English Language Programmes

Sponsored and non sponsored students

'Sponsored students' are those students whose course fees and sometimes other fees are paid by an embassy or government organisation. All other students are 'non sponsored'. We reserve the right to determine whether a student is or is not sponsored if there is any cause for doubt. The following terms and conditions apply to both sponsored and non sponsored students unless otherwise indicated below.

1. COURSE

1.1 Booking your course

Most courses start on a Monday (or Tuesday when Monday is a public holiday) and finish on a Friday. On your first day you might miss one or more lessons because of the time needed to complete your enrolment and to take the level test.

Minimum age for enrolment is 16.

The maximum number of students in a class is 13; the year-round average number of students in a class is 9. Classes may be held on-site at Bath Academy or at a suitable partner premises with classroom accommodation in the centre of Bath within short walking distance of Bath Academy's main building.

In any 12-week period, you will have at least two progress tutorials with your teacher and about 20 minutes of class time will be used for these meetings, while the class carries on with work set by the teacher.

A non-refundable registration fee of £120 for non-EU students and £60 for EU students is included in the tuition fees on all courses.

Full tuition fees must be paid at least 2 weeks before course start date except for sponsored students (see below).

You can find our current tuition fees on our website.

Fees are not transferable to another student.

There are no classes on UK public holidays and classes lost on these days will not be refunded. The course fee will not be reduced or the course extended to take account of public holidays falling within the booked course period.

Payments should be made in Pounds Sterling only. Your enrolment documents will be sent to you after your payment has been received. You can pay by bank transfer or cheque or credit card (there will be a surcharge of 2% for credit card payments).

All courses are offered subject to availability.



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Course bookings for sponsored students

Terms and conditions apply as for bookings made for non sponsored students with the following additional terms and conditions:

The minimum course duration for any sponsored student is 24 weeks. Full payment of the tuition fees are not made at least 2 weeks prior to the booked course start date. Instead, on receipt of the course offer letter from Bath Academy, the sponsor must send a sponsorship letter for the student to Bath Academy. The sponsorship letter should state clearly Bath Academy as the course provider and our address, the fees the sponsor will be paying (full course fees and any other fees the sponsor will be paying), and payment terms. Please note for payment terms that we must receive full payment for the course and other stated fees at least before the end of the student's course. If payment is delayed, we reserve the right to stop tuition and any other service covered by the sponsorship letter for the student until payment is received.

Bath Academy will only issue a visa letter for a sponsored student on receipt of the correct sponsorship letter.

1.2 Cancelling your course before you start

EU students:

If you want to cancel a course, you must do so in writing. You may cancel on the following conditions: There will be a full refund minus the registration fee if you give us more than 5 working days' (Monday to Friday) notice before the course begins. A cancellation fee equivalent to 1 week tuition and the registration fee will be charged if you give us less than 5 working days' notice before the course begins. If you want to postpone a course, you must do so in writing. You may postpone on the following conditions: You must take the postponed course within 6 months of the original starting date.

We will give you a credit towards the postponed booking as follows: 5 working days' notice or more before the course begins = 100% credit of course fees paid.

Less than 5 working days' notice before the course begins = 100% credit of course fees paid minus the first week fee.

A postponed booking cannot be postponed again or cancelled.

Non-EU students:

Non EU students can cancel or postpone their course as per our rules for EU students. In addition, if you cancel your booking because of a visa refusal, we will refund any fees that you have paid minus the registration fee if you send us the original visa refusal letter issued by



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the British Embassy/Consulate and you complied with the guidelines for visa application. You must send us this at least 5 working days before your course begins. If you notify us later, we reserve the right to charge you in line with our normal cancellation terms. Please note that if you are found to have applied for a visa using false documents or any form of deception, no refund of any payment will be made. It is your responsibility to apply for your visa in good time. Refunds may take up to a month to process. No refund will be given if the visa application is withdrawn by the student (in this case cancellation rules as under EU students will apply) or the student is asked to leave the country by British authorities.

1.3 Extending your course

It is usually possible to extend your booking while you are here and the extra fees you pay will be based on the length of your original booking. For example, if you originally booked 10 weeks on the General English course and extend by 2 weeks, you will pay for these 2 weeks at the discounted rate. You must inform us at least 2 weeks before the course extension start date and pay in full at this time in order to guarantee your place.

1.4 Delayed course start

Late arrivals of less than one week

There will be no refund for days lost. There will also be a late arrival fee of £100 as we will need to reschedule staff time for your placement test and induction.

Late arrivals of one week or more

The course will be extended by the number of weeks of delayed start where we are able to reschedule classes for the additional weeks and where a valid reason has been given at the discretion of the Director of Studies. Course weeks delayed because of a late start will not be refunded. There will be a late arrival fee of £100 if the student arrives after the scheduled start time on the Monday of the week the student begins their course. There is no refund for days lost due to the student arriving part way through the week. If the extended period crosses in whole or in part a period when the school is closed or any UK public holidays, there will be no further course extension or refund of days lost. It is the responsibility of the student (or the sponsor if the student is sponsored) to ensure that courses are booked in good time to take account of such eventualities if a delay is likely.

1.5 Cancelling your course after you have started

We are unable to offer a refund on any course to any student leaving early with the exception of sponsored students as follows.



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Sponsored students finishing a course early

There will be a charge for the actual number of weeks studied (not including absences, for example due to illness). This will be at the rate published on our website for the shortened period of study. There will be an additional early departure fee of 4 weeks tuition fees at the full undiscounted weekly course fee. The early departure fee will be reduced by 1 week for each week of notice the sponsor provides to us in writing prior to the early departure date (up to a maximum of 4 weeks). There will be no early departure fee if the sponsor gives us 4 or more weeks' notice in writing prior to the early departure date.

1.6 One-to-one Supplementary Tuition

The following applies to 1:1 tuition booked in addition to any other ELT programme. Stand alone 1:1 courses are booked as normal.

All fees must be paid before tuition begins.

If you cancel private tuition (one-to-one) with less than 1 working days' notice, you will not receive any credit of your fees and all late cancellations are charged at the full rate.

The college reserves the right to appoint and rotate teachers.

Punctual arrival is the student's responsibility. The College will not extend the teaching time due to the late arrival.

Tuition time and date may be changed with 1 working day's notice and subject to availability of teaching staff and classrooms.

1.7 Your Attendance

You are expected to attend your lessons regularly.

You are expected to arrive on time. Late arrival at the start of the class is disruptive to the class as a whole and you will not be allowed in to the class if you arrive more than 10 minutes late.

It is your responsibility to inform the College of illness or other reasons for absence.

You will need to provide us a Doctor's Certificate if you are absent due to a medical reason.

No extension or refunds will be given because of absence due to illness or for late arrival.

You will only receive a leaving certificate if your attendance has been 85% or more.

1.8 Your Level of English

You are required to take a level test on the first day of your course.

The result of the level test will place you in the appropriate level for your chosen course. You may discuss this matter with the Director of Studies if you are not happy with the class you are placed in.

It is your responsibility to check the level of English you need for the course you wish to take (please see our brochure and website). If you are uncertain about your level, please contact the College, we will be happy



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to advise you.

If your level of English is unsuitable for the course you have booked, we reserve the right to move you to a more suitable course, or to refuse you admission to the school.

If your level is too low to join a group course, we may offer you a programme of private tuition at current rate, subject to availability, instead. Because this will be more expensive, the converted number of hours will be less than for the group course, in order to maintain the same course tuition fee. If you wish to book more 1:1 tuition this will be charged as extra.

You may change your level if this is agreed by your teacher and the Director of Studies whose decision is final.

1.9 Holidays

Holidays may be taken if a course is full-time and more than 12 weeks in length. You must give us 1 week's notice in writing.

You are entitled to 1 week of holiday for a course of between 12-23 weeks, 2 weeks' holiday for a course of between 24-35 weeks and 4 weeks' holiday for a course of 36 weeks or more.

This holiday is to be taken within the duration of your course and thereby extending your stay at Bath Academy in order to maintain your full course of tuition (visa permitting).

Your absences from the College cannot be converted into holidays.

The College will be closed for Christmas and New Year for 3 weeks and students must use allowed holidays during this period where possible.

2. ACCOMMODATION

2.1 Booking your Accommodation

All students under the age of 18 must live in college accommodation unless they live with a parent or guardian.

All students under the age of 18 whose stay in the UK is for more than 28 days must have a guardian resident in the UK. This person must be appointed by the parents or legal guardian of the student, otherwise the college will arrange a guardian in the UK for the student.

Minimum booking for all accommodation is 1 month or the duration of the course, if this is less than one month.

All accommodation is subject to availability and early booking advisable. Accommodation is arranged for you only while you are studying at the College. If you leave the College early for any reason, you will be asked to leave your accommodation.

Arrival dates for all accommodation should be on Saturdays or Sundays where possible. Please note we cannot check students in before 8:00am and after 21:00.

No accommodation will be booked until the full fees have been received.



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All accommodation fees must be paid in advance directly to the College. If you take a holiday during your stay you will still be charged a retainer at current rate, for the period of absence.

For sponsored students, payment is not due prior to booking, but on arrival instead if accommodation is to be paid by the student; the student is required to pay 8 weeks in his/her first week, and in monthly installments thereafter.

If you wish to pay for your accommodation by credit card, there will be a surcharge of 2%.

Please note that it may not be possible to stay with the same host or in the same residence if you wish to extend your stay.

Please note the College will attempt to resolve any dispute with homestay hosts. Changes to accommodation after arrival are at the discretion of the College and subject to availability at the time of the request.

The College reserves the right to change your accommodation at short notice due to unforeseen circumstances.

2.2 Cancelling your accommodation before arrival

If you cancel 2 weeks or more before accommodation start date, your accommodation fees and deposit will be refunded less any bank charges and arrangement fee.

If you cancel 2 weeks or less before your accommodation start date, your accommodation fees and deposit will be refunded less any bank charges, arrangement fee and minus 1 week's rent.

Cancellation due to visa refusal: it is your responsibility to apply for your visa in good time and we reserve the right to charge you in line with our normal cancellation terms. Please make sure you book your accommodation after your visa is confirmed. Any visa refusal at the airport will incur our normal cancellation charges.

2.3 Cancelling your accommodation after arrival

Accommodation fees are non-refundable if you arrive late or leave early without sufficient notice. If you cancel your accommodation with less than 1 months' notice, you will still have to pay the notice period.

3. LEISURE PROGRAMME

Normally, one to two free afternoon activities are offered to our students by the English Language Teaching department at set times each week. These might include, for example, a conversation club, a film club and so on. These afternoon activities are scheduled to complement our Intensive English and IELTS courses and cannot be rescheduled to fit around other courses such as one-to-one classes.



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Students are also welcome to attend other activities arranged by the College open to all students attending its courses. These include college trips and parties. There may be an additional charge for each of these activities which is not included in the tuition fees. College run activities normally occur every one to three months.

Parents of students under 18 should note in particular these leisure activity arrangements.

4. AIRPORT TRANSFER

The airport pick up service can be booked or transfers to accommodation arranged by the College and is subject to availability.

Please make sure you book your transfer 5 working days or more before the arrival date.

Arrival details must be provided in advance of the arrival date. This service includes a maximum 2 hours' waiting time from the time of arrival provided to the College. You will be charged for additional waiting time.

You will receive a confirmation email with the taxi company's name or the driver's name and emergency phone number for the College and you should show this document to the driver in the airport.

You should inform us of any delays or cancellations on your flight.

Airport pick-up fees must be paid in advance directly to the College unless otherwise stated and are non-refundable.

Students under 18 years old are the responsibility of their guardian whilst travelling to and from the airport at the beginning and end of the course.

5. SUPERVISION ARRANGEMENTS

We provide a high level of care for students during their stay with us. We will supervise the student during lessons at Bath Academy and during off-site activities and travel arranged by us. We do not however provide supervision of the student travelling between their accommodation and Bath Academy or returning to their accommodation at the end of the day or for any activities not arranged by Bath Academy. We give all of our students clear instructions about safety on arrival.

We provide an emergency telephone number to all students for out of hours emergencies. This service is provided by a fully vetted third party located in Bath.

Parents or Guardians of students under the age of 18 should pay particular attention to the level of care we are able to provide.

6. CONDUCT AND DISCIPLINE

The college reserves the right to terminate the courses, either temporarily or permanently, of any student whose work effort or attendance is unsatisfactory or whose behaviour (whether on or off the premises or in or out of term time) has been prejudicial to good order or college



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discipline or to the reputation of the college. In such cases, no refund covering the period of exclusion will be made.

A student may be excluded from the college at any time when fees are unpaid.

The Director of Studies may at any time when grounds for suspicion exist, require the student to give a biological sample to test for the use of illegal drugs or other substances damaging to health.

We reserve the right to search students and confiscate any item we suspect is illegal, threatens the safety of students or staff, or otherwise disrupts our services. For example, this may include confiscating a mobile phone that a student uses during a class. All items will be returned at the end of an agreed period during the course except for illegal items.

Students have to pay for any damage they cause on the College premises, to any property on activities or trips arranged by the College, or in accommodation arranged by the College.

7. LIABILITY

The College does not accept any liability in case of illness, accident, theft, loss or damage to personal effects or property.

We recommend you take out insurance before leaving your country.

8. COMPLAINTS

All complaints must be made as soon as possible and given in writing to the Principal or the Director of Studies.

Whilst the College will accept complaints received after the student has left the College, Bath Academy will be under no obligation to process refunds in these cases and any refunds made will be entirely at the discretion of the Director of Studies.

9. GENERAL

The College reserves the right to cancel a course. If we do so, we will offer either an alternative course or a refund.

The College reserves the right to change teachers at any time during the course.

In order to fulfil our obligations to the British authorities, it is necessary for us to see and copy your passport (and visa if appropriate), to have contact details for you in Bath (including a mobile phone number if you have one), and to have details of your next kin in your country. All students must agree to provide these and tell us if they change.

It is the policy of Bath Academy not to disclose personal details of any student to a third party (other than the appropriate authorities) without prior written authority of students.



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Photographs of the students may be used in the College promotional and publicity materials unless the student specifically objects.

To be signed by the student:

I, (_____) have read and understood the Terms and Conditions of accepting my place on this course.

Signed:

Full Name:

Date:

To be signed by the fee payer/ agent/ sponsor:

I, (_____) agree to pay the necessary fee, as outlined in the original offer letter.

Signed:

Full Name:

Date:



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