



Centre Legal Name: Bayswater Education Canada Inc.
 Operating Name: Bayswater Vancouver
 DLI: O19360978002
 This institute is designated by the Private Training Institution Branch



Bayswater Vancouver
 Formerly ELS Language Centers
 549 Howe Street, 6th Floor
 Vancouver, BC V6C 2C2
 Canada

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 E: Vancouver@bayswater.ac
www.eurocentres.com/Vancouver

Student Enrolment Contract

Student Information	
First Name and Middle Name(s):	Last Name(s):
Gender:	DOB (dd/mmm/yy):
Nationality:	Visa Information:
Phone Number:	Email:
Emergency Contact Name:	Emergency Contact Number:
Mailing Address:	Mailing address in Canada:

Program Information	
Program:	Program Start Date (dd/mmm/yy):
Credential Upon Completion: Certificate	Program End Date (dd/mmm/yy):
Primary Method of Delivery: In-person	Duration:
Language of Instruction: English	Duration In-Class hour(s):
Admission Requirements: 16 years old and older	

Method of Payment			
<input type="radio"/> Cash	<input type="radio"/> Wire Transfer	<input type="radio"/> Credit Card	<input type="radio"/> Other:

Invoice Details	
Application Fee	00.00
Tuition Fee	00.00
Materials Fee	00.00
Medical Insurance	00.00
Placement Fee	00.00
FB Homestay	00.00
One-way Airport Pickup Fee	00.00

Last Revised: October 21, 2022

Program Outline

The program outline is attached to this contract as appendix (A).

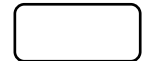
Terms and Conditions

The terms and conditions are attached to this contract as appendix (B). These apply to Bayswater Education Canada Inc. ("Bayswater Vancouver), and can be found on Bayswater Vancouver's website www.eurocentres.com/Vancouver.

1. Refund Policy

1. Written notice of withdrawal or dismissal may be delivered in any manner, provided that a receipt or other verification is available that indicates the date on which the notice is delivered.
- 1.2 The application fee is non-refundable. The only exception is for situations where a student does not meet our minimum admission requirements.
- 1.3 The refund to which a student is entitled is calculated based on the total tuition fees due under the contract. Where total tuition fees have not yet been collected, Bayswater Vancouver is not responsible for refunding more than has been collected to date, and a student may be required to make up for monies due under the contract.
- 1.4 Where a student withdraws or is dismissed from their program, Bayswater Vancouver will refund fees paid for course materials, if not provided to the student.
- 1.5 Refunds owed to students must be paid within 30 days of Bayswater Vancouver receiving written notification of withdrawal or refusal of study permit, or within 30 days of Bayswater Vancouver'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 instruction would have been provided had the student attended their courses.
- 1.6 Refunds are payable to the individual or agency that remitted the original payment to Bayswater.
- 1.7 All fees, including but not limited to tuition and materials fees, are non-transferable.
- 1.8 Tuition Refunds Before Arrival
 - 1.8.1 If a notice of withdrawal is received by Bayswater Vancouver within seven days of signing the enrolment contract, and before the program start date, 100% of tuition and all related fees, other than the application fee, will be refunded. Related fees include administrative fees, application fees, and assessment fees.
 - 1.8.2 If a notice of withdrawal is received by Bayswater Vancouver at least 30 days before the program start date indicated in either the most recent Letter of Acceptance, or in the enrolment contract, whichever date occurs later, Bayswater Vancouver may retain up to 10% of tuition, to a maximum of 1,000CAD.
- 1.9 Tuition Refunds After Arrival
 - 1.9.1 If a notice of withdrawal is received by Bayswater Vancouver after the program start date, and after up to and including 10% of instruction hours have been provided, then Bayswater Vancouver may retain up to 30% of tuition.
 - 1.9.2 If a notice of withdrawal is received by Bayswater Vancouver after the program start date, and after more than 10% but before 30% of instruction hours have been provided, then Bayswater Vancouver may retain up to 50% of tuition.

- 1.9.3 If a notice of withdrawal is received by Bayswater Vancouver after the program start date, and after more than 30% of instruction hours have been provided, no refund is required.
- 1.9.4 If a withdrawing student does not attend the first 30% of instruction hours, Bayswater Vancouver may retain up to 50% of the tuition.
- 1.10 Cancellation Due to a Study Permit Refusal
- 1.10.1 If a study permit is refused, Bayswater Vancouver will refund 100% of tuition and, except the application fee, provided that the student presents the official refusal letter from IRCC.
- 1.10.2 Bayswater Vancouver will not issue a refund if the student submits the study permit refusal after 30% of instruction hours have elapsed since the program start date indicated on either the most recent Letter of Acceptance or the enrolment contract, whichever date occurs later.
- 1.11 Enrolled student fails to meet admission requirements
- 1.11.1 Where a student did not meet the institutional and/or program specific minimum requirements for admission through no misrepresentation or fault of their own, the registrar may order Bayswater Vancouver to issue a refund of all tuition and fees paid under the contract, including the application fees.



Initials

Private Training Institutions Branch (approved program)

Your program does not require approval by the Private Training Institutions Branch of the Ministry of Advanced Education and Skills Training. As such, PTIB did not review this program. Students may not file a claim against the Student Tuition Protection Fund in relation to this program.

This institution is certified by the Private Training Institutions Branch (PTIB) of the Ministry of Advanced Education and Skills Training. For more information about PTIB, go to www.privatetraininginstitutions.gov.bc.ca.

Please be advised that under section 61 of the Private Training Act, the Registrar is authorized to collect, use and disclose personal information in accordance with the Registrar's regulatory duties under that Act. Accordingly, this institution is authorized to disclose your personal information to the Registrar for regulatory purposes.

2. Code of Conduct & Dismissal Policy

- 2.1 Bayswater Vancouver is committed to a safe, educational, and nurturing environment for all students and staff. Bayswater Vancouver fully supports and complies with all applicable federal, provincial, and municipal laws and ordinances.
- 2.2 Students are expected to adhere to the following:
- Comply with all Bayswater Vancouver facility rules, policies, and regulations.
 - Treat others with dignity and respect.
 - Participate in class at all times.
 - Treat all Bayswater Vancouver's facilities, resources and equipment with care and respect.
 - Refrain from misuse of alcohol, tobacco, 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.
- 2.3 In general, the following steps will be taken for violation of the Student 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's file.

2nd Offense: The student will be given a written warning which will be dated and signed by the student and a Bayswater Vancouver 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's file.

3rd Offense: The student will be dismissed from the program and will be given a letter of expulsion, which will instruct the student to either immediately transfer to another school or immediately return to his/her home country. Dismissed students cannot continue 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 letter of expulsion will be included in the student's file.

- 2.4 If a refund is due to a student, the refund will be processed within 30 days of dismissal in accordance with the Refund Policy.
- 2.5 If the student owes tuition or other fees to the institution, Bayswater Vancouver may undertake collection proceedings for the amount owed.
- 2.6 Bayswater Vancouver reserves the right to immediately bypass the normal disciplinary process in cases of extreme violations or serious misconduct. Any bypass of the normal disciplinary process must be approved by the Managing Director of Bayswater Vancouver.

3. Academic Honesty Policy

- 3.1 Bayswater Education believes in the importance of academic integrity. Students may be subject to immediate expulsion at the discretion of the Centre Director for academic dishonesty. Academic dishonesty is any word, action or deed performed alone, or with others for the direct or indirect intention of providing an unfair advantage or benefit to self or other student(s).
- 3.2 Students are expected to produce their own work on all assignments and not to cheat on examinations.
- 3.3 When cheating is suspected, Bayswater reserves the right to retest the student or require the student to redo any homework or writing assignment in a supervised setting.
- 3.4 Anyone who is caught cheating on a test, as witnessed by a teacher, or who hands in an essay or research paper which he/she did not write, and Bayswater possesses evidence of this:
 - a) they will receive an automatic 0 for their work
 - b) they are expected to re-do their work with 5% deduction in their grade
 - c) their 0 grade will stand until the due date of their re-written work. Re-writes not submitted by the due date will be marked at 0.
- 3.5 Refer to the dismissal policy for repeated violations.

Initials

4. Photo Release

- 4.1 I irrevocably grant Bayswater Education Canada Inc. and all subsidiaries, affiliated companies, franchisees, and licensees, (collectively "Bayswater Vancouver") permission to use my name and/or likeness; and/or any quotation I may submit, as follows:
 - Bayswater Education will own still photographs, audio and/or video recordings in which I appear, and the words spoken in such recordings, and have the unrestricted right to publish said photographs and use such audio and video and quotations in any Bayswater Education marketing and promotional materials, on all Bayswater Education websites, and in any other Bayswater Education material, and shall have the right to license agents and other third parties to do the same - including, without limitation, Bayswater Education and its subsidiaries, affiliated companies, franchisees and licensees for branded or identified sites and pages within Facebook, YouTube and other social media and internet destinations.
 - This grant is intended to be worldwide in scope and to apply to all media now existing or hereafter developed.
 - Bayswater Education may display any quotation of mine on any Bayswater Education website, and in printed promotional materials for the purpose of promoting Bayswater

Education programs, products, and services, and may license to agents and third parties the right to make such uses on behalf of Bayswater Education.

- Bayswater Education shall not alter the quotation (other than editing for space considerations in a manner that does not alter the meaning or context) or the form of attribution.

Initials

5. Release Indemnity and Waiver Agreement

5.1 In consideration of being accepted as a student of Bayswater Education Canada and being permitted to engage in certain extra- curricular activities (the “Activities”) offered from time to time by Bayswater for the enjoyment of its students, I agree as follows:

5.2 I acknowledge and understand that:

- a) participation in the Activities is voluntary;
- b) the Activities may take place at facilities operated by Bayswater Education or by third parties;
- c) it may be necessary for Bayswater Education to provide transportation to and from certain of the Activities, which may be provided by Bayswater Education directly or by an independent contractor and
- d) Transportation to and from and participation in certain of the Activities may expose me to risk of loss of personal property, and physical injuries both minor and serious.

5.3 Where I so elect to participate in any of the Activities, I voluntarily assume all risk of loss and injury of any kind or nature that may arise because of my participation in, or travel to and from any of the Activities, and in doing so I specifically agree to the following:

- a) waive any and all claims that I now and in the future may have against Bayswater Education that may arise out of my participation in the Activities.
- b) release and forever discharge Bayswater Education from and against all demands, claims, actions damages, costs and expenses, with respect to injury, or loss or damage to my person or property that may arise out of my participation in the Activities; and,
- c) Indemnify and hold Bayswater Education harmless from and against any liability, including injury to any third party that may arise out of my participation in the Activities.

5.4 “Bayswater Education Canada” shall mean the business known as Bayswater and all subsidiaries, affiliated companies, franchisees, and licensees, (collectively “Bayswater Vancouver”), and its officers, directors, shareholders, employees, subcontractors, successors and assigns.

Initials

6. Statement of Student Rights

6.1 Bayswater Education Canada is certified with the Private Training Institutions Branch (PTIB) of the British Columbia Ministry of Advanced Education and Skills Training.

6.2 Before you enrol at a certified private training institution, you should be aware of your rights and responsibilities.

6.3 You have the right to be treated fairly and respectfully by the institution.

6.4 You have the right to a student enrolment contract that includes the following information:

- a) amount of tuition and any additional fee for your program
- b) refund policy
- c) if your program includes a work experience, the requirements to participate in the work experience and the geographic area where it will be provided
- d) whether the program was approved by PTIB or does not require approval.

6.5 Make sure you read the contract before signing. The institution must provide you with a signed copy.

- 6.6 You have the right to access the institution's dispute resolution process and to be protected against retaliation for making a complaint.
- 6.7 You have the right to make a claim to PTIB for a tuition refund if:
 - a) your institution ceased to hold a certificate before you completed an approved program
 - b) you were misled about a significant aspect of your approved program.
- 6.8 You must file the claim within one year of completing, being dismissed or withdrawing from your program.
- 6.9 For more information about PTIB and how to be an informed student, go to: <http://www.privateinstitutions.gov.bc.ca/students/be-an-informed-student>.

Student Declaration

I consent to the Institution sharing my personal information with the Ministry of Advanced Education, Skills and Training for research purposes and statistical analysis under the authority of sections 6(2)(a) and 10(1)(a) of the Personal Information Protection Act (PIPA).

I consent to the sharing, in accordance with Provincial privacy legislation, of my enrolment and reporting information between Bayswater Education Canada and Immigration, Refugees and Citizenship Canada, as necessary, for the purposes of the International Student Program.

Should you have any questions about the collection, disclosure and use of personal information you may contact: Director, Regulation, Private Training Institutions Branch, Governance, Legislation and Strategic Policy Division, Ministry of Advanced Education, Skills and Training 203 - 1155 W. Pender St, Vancouver, BC V6E 2P4 or by telephone at (604 569-0019).

I have read, understood and agreed to the terms and conditions of this enrolment contract:

Student Signature	Date Signed
Signature of Parent of Legal Guardian (if minor)	Date Signed
Signature of Institution Representative	Date Signed

Appendix (A) to Student Enrollment Contract

Program Outlines – Standard (STAND)

Last Revised: October 21, 2022

Brief Program Description	For anyone seeking to improve the English skills needed to communicate accurately and effectively.
Admission Requirements	Students must be 16+ years of age Students must take a Bayswater Education placement test for appropriate level and class assignment.
Learning Objectives*	Upon completion of this program the successful student will have reliably demonstrated the ability to: Learning Objectives and Outcomes vary by class and level and are based on achieving the Common European Framework of Reference for Languages descriptors for each level which can be found at: https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3.3-common-reference-levels-global-scale
Method(s) of Evaluation*	Evaluation criteria also vary by level and class and consist of regular speaking assessments, writing assessments, quizzes and a level test.
Completion Requirements*	Students must attain a minimum of 80% overall GPA in their courses, and on their level test, to pass from one level to the next.
Program Duration	Each level is 4 – 12 weeks long; minimum duration is 1 week. 20 lessons per week; each lesson is 45 minutes. Start Dates are every Monday.
Homework Hours	Varies by instructor and level.
Delivery Method(s)	Indicate how the program is delivered <input checked="" type="checkbox"/> In-class instruction <input type="checkbox"/> Distance education <input type="checkbox"/> Combined delivery (both in-class and distance)
Required course materials	Bayswater Education Proprietary Material Materials & Technology Fee is \$10 per week
Program Organization*	

Title of Course	# of lessons per week
Core Class	20

Appendix (A) to Student Enrollment Contract
Program Outlines – Intensive (INT)
 Last Revised: October 21, 2022

- Brief Program Description** For anyone seeking to improve the English skills needed to communicate accurately and effectively.
- Admission Requirements** Students must be 16+ years of age
 Students must take a Bayswater Education placement test for appropriate level and class assignment.
- Learning Objectives*** Upon completion of this program the successful student will have reliably demonstrated the ability to:
 Learning Objectives and Outcomes vary by class and level and are based on achieving the Common European Framework of Reference for Languages descriptors for each level which can be found at:
<https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3.3-common-reference-levels-global-scale>
- Method(s) of Evaluation*** Evaluation criteria also vary by level and class and consist of regular speaking assessments, writing assessments, quizzes and a level test.
- Completion Requirements*** Students must attain a minimum of 80% overall GPA in their courses, and on their level test, to pass from one level to the next.
- Program Duration** Each level is 4 – 12 weeks long; minimum duration is 1 week. 25 lessons per week; each lesson is 45 minutes. Start Dates are every Monday.
- Homework Hours** Varies by instructor and level.
- Delivery Method(s)** Indicate how the program is delivered
 In-class instruction
 Distance education
 Combined delivery (both in-class and distance)
- Required course materials** Bayswater Education Proprietary Material
 Materials & Technology Fee is \$10 per week
- Program Organization***

Title of Course	# of lessons per week
Core Class	20
Module	5

Appendix (A) to Student Enrollment Contract
Program Outlines –Super Intensive (SupINT)
 Last Revised: October 21, 2022

- Brief Program Description** For anyone seeking to improve the English skills needed to communicate accurately and effectively.
- Admission Requirements** Students must be 16+ years of age
 Students must take a Bayswater Education placement test for appropriate level and class assignment.
- Learning Objectives*** Upon completion of this program the successful student will have reliably demonstrated the ability to:
 Learning Objectives and Outcomes vary by class and level and are based on achieving the Common European Framework of Reference for Languages descriptors for each level which can be found at:
<https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3.3-common-reference-levels-global-scale>
- Method(s) of Evaluation*** Evaluation criteria also vary by level and class and consist of regular speaking assessments, writing assessments, quizzes and a level test.
- Completion Requirements*** Students must attain a minimum of 80% overall GPA in their courses, and on their level test, to pass from one level to the next.
- Program Duration** Each level is 4 – 12 weeks long; minimum duration is 1 week. 30 lessons per week; each lesson is 45 minutes. Start Dates are every Monday.
- Homework Hours** Varies by instructor and level.
- Delivery Method(s)** Indicate how the program is delivered
 In-class instruction
 Distance education
 Combined delivery (both in-class and distance)
- Required course materials** Bayswater Education Proprietary Material
 Materials & Technology Fee is \$10 per week
- Program Organization***

Title of Course	# of lessons per week
Core Class	20
Module	5
Module	5

Appendix (B) to Student Enrollment Contract
Bayswater Vancouver Terms and Conditions
Last Revised: October 21, 2022

Description

These terms and conditions apply to Bayswater Education Canada Inc. ("Bayswater Vancouver").

1. Admissions Policy

- 1.1 Bayswater accepts students who are 16+ years of age at the commencement of studies into all levels of English. Entry assessment tools and admission requirements ensure students are placed in an appropriate level to which they have the competencies and the basic knowledge, skills, and abilities to achieve program outcomes.
- 1.2 Admission requirements may not be waived by the student nor any staff at Bayswater Vancouver.

2. Personal Information

- 2.1 Bayswater Vancouver needs to see and copy the student's passport (and visa if appropriate) and to maintain up to date personal information.
- 2.2 It is the student's responsibility to provide this information and update Bayswater Vancouver if anything changes.
- 2.3 Please refer to the Bayswater Vancouver Privacy Policy for details of how we store personal information. A copy of the Privacy Policy is available upon request and from our website.

3. Visas

- 3.1 Students are fully responsible for complying with all requirements of the appropriate immigration authorities both before and during their stay in their chosen country.
- 3.2 On receipt of the registration fee, Bayswater Vancouver will provide a written Letter of Acceptance.
- 3.3 If, during the duration of a course, the student needs to extend their visa then the student is responsible for ensuring that the extension is obtained. Bayswater Vancouver will give the student the appropriate documents only if they comply with these terms and conditions.
- 3.4 Bayswater Vancouver is not authorized to advise students on IRCC processes and regulations. Students must refer to the IRCC website or speak with a 'licensed' Canadian immigration consultant.

IRCC website: <https://www.canada.ca/en/immigration-refugees-citizenship.html>

4. Accommodation Refunds and Transfer Policy

- 4.1 Accommodation booking fees are non-refundable.
- 4.2 Accommodation Refunds before Arrival
 - 4.2.1 If written cancellation is provided to Bayswater Vancouver 4 weeks or more before the start date of homestay, all homestay fees will be refunded except for the non-refundable Accommodation Booking Fee.
 - 4.2.2 If written cancellation is given to Bayswater Vancouver within 4 weeks of the start date of homestay, all the homestay fees will be refunded except for the Accommodation Booking Fee and 2-weeks of accommodation fees.
- 4.3 Cancellation Due to Visa Refusal
 - 4.3.1 In case of a visa refusal, all homestay fees will be refunded including the Accommodation Booking Fee if 1) the student informs Bayswater Vancouver at least 2 weeks prior to arrival,

and 2) the student provides Bayswater Vancouver with written verification from IRCC that the visa has been denied.

4.4 Cancellation After the Commencement of Homestay

4.4.1 If a student wishes to withdraw from the homestay program, a minimum of 2 weeks' written notice must be given to Bayswater Vancouver. Any fees paid for the remaining weeks in homestay will be refunded.

4.4.2 If a student fails to give 2 weeks' notice, Bayswater Vancouver will deduct 2 weeks of accommodation fees from any fees paid for remaining weeks in the homestay. The remaining balance will be refunded.

4.5 Changing Homestays

4.5.1 If a student wishes to change homestays due to non-emergency reasons, they must provide 2 weeks' written notice and pay a new placement fee.

4.6 Other Accommodation Refund Policies

4.6.1 Additional specific cancellation policies for some residence accommodation listed on the Bayswater Vancouver pricelist may apply.

4.6.2 No refund will be granted to students who are dismissed from homestay due to a breach of law, policy or regulation as determined by the government of Canada or the police.

4.6.3 Minor students under Bayswater Vancouver's custodianship cannot cancel homestay.

5. Administration of Courses

5.1 Requests to change the time or date of classes or courses must be made at least 2 weeks in advance. All changes are subject to availability and at Bayswater Vancouver's discretion.

5.2 The duration of the course or the time allotted to complete the course will not be extended by unauthorised absences, uncertified illnesses, or the payment of additional fees.

5.3 Bayswater Vancouver reserves the right to change teachers, times, and rooms and to combine classes for different courses at its discretion.

5.4 Bayswater Vancouver reserves the right to change 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.

5.5 A student's schedule may change during their enrolment.

6. English Language Course

6.1 Students must take the Placement Test before the start of their course to determine their level of study.

6.2 Bayswater Vancouver allocates a level of English to the student after their Placement Test. Bayswater Vancouver's decision as to a student's level of study is final.

6.3 If a student does not have the minimum level of English required to study a specific course, Bayswater Vancouver reserves the right to move the student to an appropriate course for their level.

6.4 Students in the Flexible Program are aware that their core class may take place in the afternoon.

7. Attendance Policy

7.1 Because Bayswater Vancouver wants students to get the maximum benefit from their courses, students should be on time and attend all their classes every day. Students are required to maintain a minimum of 80% attendance to maintain a good standing in the program, receive a completion certificate, or pass a level.

7.2 Attendance is calculated from when the student started at Bayswater Vancouver.

- 7.3 Students who arrive more than 10 minutes late, or miss more than 10 minutes of class, will be marked absent.
- 7.4 If a student cannot come to school, they must report their absence in advance, or the day of, by contacting the Student Services department.
- 7.5 A doctor's note will be required if a student is absent for 5 days or more due to illness.
- 7.6 Students with attendance below the percentage required will not receive certificates at the end of their programs or be able to pass a level.
- 7.7 If a student's attendance falls below 80%, the Attendance Warning Process will begin.
- 7.8. Attendance Warning Process
- 7.8.1 If a student's attendance falls below 80%, they will receive a written attendance warning. Students who receive warnings must come to class every day in order to improve their attendance. Parents, agents, and/or sponsors will be notified of an attendance warning when appropriate.
- 7.8.2 Students with attendance warnings must maintain 80% attendance for four weeks. Students with a warning who fail to maintain 80% for four weeks will be put on attendance probation.
- 7.8.3 If a student maintains 80% attendance for the next four weeks, they will be off probation, but must still maintain 80% attendance for the next four weeks or they will be back on attendance probation.
- 7.8.4 Students who fail to maintain 80% attendance for four weeks after being put on attendance probation or who are eligible for attendance probation three times in a 12-week period will be expelled from the school.
- 7.8.5 In the event of a dismissal, Bayswater Vancouver will provide an expulsion letter, which will instruct the student to either immediately transfer to another school or immediately return to his/her home country. Parents, agents, sponsors, and the Canadian Immigration Authorities will be notified.
- 7.8.6 Students may be eligible for a refund within 30 days of dismissal in accordance with the Tuition and Refund Policy.

8. Holiday and Course Break

- 8.1 Our price list indicates the Bayswater Vancouver closure dates for each year.
- 8.2 Bayswater Vancouver will not make up or issue a refund for any official days in which the school is closed.
- 8.3 Students must submit their vacation request at least 2 weeks before their vacation.
- 8.4 Students must receive written approval before being absent for vacation. Otherwise, absences will be recorded.
- 8.5 The maximum length of a student's course break depends on how many weeks they have been enrolled in their courses at Bayswater Vancouver:
- 12 - 23 weeks: 2 weeks' vacation
 - 24 - 35 weeks: 4 weeks' vacation
 - 36 weeks and more: 6 weeks' vacation
- 8.6 All vacations start on a Monday and must be a minimum of 1 week.
- 8.7 Students in the University Preparation Program are not eligible to take vacations.
- 8.8 Students who are away for 6 weeks or more will be asked to retake the Placement Test and may be put assigned a different level based on the results.
- 8.9 Students must ensure that they are still legally able to study when they return from vacation. They must be able to finish their studies while following the rules and conditions of IRCC.

9. Accommodation

- 9.1 Bayswater Vancouver acts as an intermediary between accommodation providers and students.
- 9.2 Bayswater Vancouver can arrange accommodation for students, subject to availability.
- 9.3 Accommodation details will be provided when exact arrival and departure dates, and full fees, have been received by Bayswater Vancouver.

- 9.4 All accommodation prices are per person per week (Sunday to Saturday). Any additional nights must be requested in advance and are subject to availability and billed on a per night basis.
- 9.5 Any request to change accommodation after arrival will be dealt with at Bayswater Vancouver's discretion and subject to availability.

10. Airport Collections

- 10.1 Bayswater Vancouver can arrange airport transfers on arrival or departure.
- 10.2 This service is subject to availability and to payment in advance.
- 10.3 Students are responsible for supplying full and correct information of travel requirements and for updating this information as and when necessary. This includes the arrival airport, flight number and city of origin.
- 10.4 Bayswater Vancouver will only refund airport transfer charges if cancelled more than 7 days beforehand.

11. Photography and Video

- 11.1 Bayswater Vancouver 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. Students will be provided a release form to provide consent at the beginning of their program, and they have the option to opt out.

12. Events Outside Bayswater Vancouver's Control

- 12.1 Bayswater Vancouver will not be liable or responsible for any failure to perform, or delay in 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).
- 12.2 A force majeure event includes any event beyond Bayswater Vancouver's reasonable control and includes (without limitation) the following: fire, natural disasters, acts of government, acts of terror, failure of suppliers or subcontractors, labour disputes, or other reasons which are outside its control.
- 12.3 Bayswater Vancouver's obligations in relation to courses or accommodation are suspended for the period that the force majeure event continues.

13. Liability

- 13.1 Bayswater Vancouver 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 Vancouver's premises, accommodation or organised activities.
- 13.2 Bayswater Vancouver shall have the right to recover from students any costs of repair or replacement of damages to Bayswater Vancouver property, or any accommodation provided by Bayswater Vancouver.
- 13.3 Students must pay for any damages that they cause to any property or accommodation provided by Bayswater Vancouver.

14. Medical Insurance

- 14.1 International students in Canada 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.
- 14.2 Students are solely responsible for ensuring they have appropriate insurances in place to cover their travel, possessions, and attendance at Bayswater Vancouver.
- 14.3 If students book an accommodation provided by Bayswater Vancouver, they must purchase travel insurance directly from Bayswater Vancouver.

15. Data Protection

- 15.1 In order to deliver education and protect student's welfare, Bayswater Vancouver will collect and process personal data, including sensitive and special personal data (as defined in the Data Protection of the country and region in which it operates) that relates to the student and their circumstances.
- 15.2 Full details of the personal data collected and processed by Bayswater Vancouver, the purposes for which it is collected and the legal basis for doing so are contained in the Bayswater College Privacy Policy which can be accessed via this link www.bayswater.ac/privacy

16. Minor Students Policy

- 16.1 For the purposes of this policy, a minor student is defined as a person who is 18 years old or younger.
- 16.2 The parental guardian of minor students is required to sign Bayswater Vancouver's Parental Consent Form. The complete form must be submitted prior to the student's start date. The Parental Consent Form outlines the specific policies minors must follow, including but not limited to homestay, attendance, and safety policies.
- 16.3 Parental guardians of minor students may be required to appoint a legal custodian for them while in Canada. Bayswater Vancouver can perform this service and provide a notarized custodianship document. There will be an extra charge for this service.
- 16.4 Students with a Bayswater Vancouver custodianship document:
- Must book their homestay with Bayswater Vancouver for the entire duration of their studies
 - Must book a roundtrip airport transfer
 - Cannot cancel their homestay for the entire duration of their studies
 - Minor students who wish to withdraw from their program must provide written authorization by their parental guardian. Please refer to the Parental Consent Form and Tuition Refund Policy for more information.

17. Agreement

- 17.1 The current Bayswater Vancouver Terms and Conditions supersede any previous Terms and Conditions that were applicable at the time of a student's booking.
- 17.2 By either submitting an application, or paying either deposit or full fees, the student acknowledges that he/she has read, understood and agreed to the above conditions.
- 17.3 These Terms and Conditions are applicable to all students.
- 17.4 All courses and accommodation offered are subject to availability.
- 17.5 Bayswater Vancouver 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 Vancouver will offer the best alternative arrangements, dates, or venues available.

18. Feedback

- 18.1 Students should bring any program or disputes to a Bayswater Vancouver staff member immediately in order for us to resolve any issues.

19. General

- 19.1 These terms and conditions shall be governed by Canadian law.

20. Dispute Resolution Policy

- 20.1 This policy governs complaints from students respecting Bayswater Vancouver and any aspect of its operations. A student who makes or is otherwise involved in a dispute or complaint will not be subject to any form of retaliation by the institution at any time, and it will remain strictly confidential, except for the employees addressing the dispute.
- 20.2 A student dispute or complaint can be made verbally or in writing to any Bayswater Vancouver employee. The issue must be documented in the Student Information System by the employee and referred to the Student Services Manager or Director of Studies, depending on nature the issue. The Student Services Manager or Director of Studies will discuss the issue with the Center Director and arrange a meeting to discuss the dispute in-person with the student to seek a solution.
- 20.3 If one of the two individuals is absent or named in the dispute, they will be removed from the group and a replacement manager from Bayswater Vancouver will be appointed to the group to deliberate the complaint.
- 20.4 The student will have an opportunity to make an oral presentation of the dispute at the meeting and also to have another person present or to have another person make the oral presentation on his/her behalf. The details will be minuted and stored in the Student Information System. The student making the complaint may be represented by an agent or a lawyer.
- 20.5 All disputes will be addressed, and a written reason and proposed resolution will be returned to the individual who submitted the dispute within 10 business days.
- 20.6 The written reason will also advise the student, that if they remain dissatisfied with the determination, or they feel they have been misled by the institution regarding any significant aspect, they may raise the dispute with the following accrediting agency.

Languages Canada: (<https://www.languagescanada.ca/en/>).

- 20.7 If not resolved at all other levels, Bayswater Vancouver students can file disputes with the Private Training Institutions Branch (PTIB) (www.privatetraininginstitutions.gov.bc.ca). Complaints must be filed with PTIB within one year of the date a student completes, is dismissed from, or withdraws from the program.

21. Respectful and Fair Treatment of Students Policy

- 21.1 Bayswater Vancouver is committed to ensuring that its learning environment promotes the respectful and fair treatment of all students.
- 21.2 While on Bayswater Vancouver premises, at the site of accommodation or during activities or events hosted by Bayswater Vancouver, the following activities are prohibited:
- 21.3 Bullying, violence, threatening language, racial harassment or any other form of harassment or discrimination.
- 21.4 If under any circumstances, a prohibited activity occurs, the following outlines the process for addressing the activity:
- 21.5 Students should report the situation in person or in writing to the Managing Director or Centre Director of their center, who will take immediate action to prevent further problems (please refer to the Dispute Resolution Policy).
- 21.6 Individuals found responsible for these actions resulting in disruption or negatively impacting the school environment will be subject to disciplinary action that could include suspension or dismissal from Bayswater Vancouver (please refer to the Code of Conduct and Dismissal Policy).

22. Student Grade Appeal Policy

- 22.1 If a student is not satisfied with a grade they received, they can follow Bayswater Vancouver's Grade Appeal Policy within 5 days of receiving the grade.
- 22.2 The Director of Studies of Bayswater Calgary, Toronto or Vancouver will accept written descriptions of all disputes.
- 22.3 All disputes will be addressed and settled within 10 business days of receipt of notification.

22.4 If the student is not satisfied with Director of Studies' resolution, they are invited to continue the appeal as per the Dispute Resolution Policy.

23. General Health and Safety Procedures

23.1 Non-toxic materials, such as non-toxic glues, drawing paints, or drawing markers and crayons will be used in the classroom while making materials and working with students.

23.2 Emergency escape plans are located in each classroom and in the office. The escape route will be introduced to the students during the student orientation; after student orientation all the safety drills will be every six months.

23.3 A full first aid kit is provided in the office and is maintained regularly.

23.4 A designated staff with First Aid Training will attend to medical and health related issues on site and during activities.

23.5 An incident report must be completed for all health and safety issues and a copy is submitted to the Centre Director for review and follow-up in a timely manner. A record of all ongoing or resolved safety issues will be kept by the Centre Director for training or reporting purposes.

24. Procedure for Fire Safety and Earthquake Safety

24.1 The Centre Director ensures that adequate fire extinguishers are available as needed throughout the campus and that the fire extinguisher is inspected by a qualified inspector at least annually (ensures that adequate precautions are taken throughout the campus to ensure that injury due to falling or unstable items during an earthquake is limited).

24.2 The Centre Director ensures that all staffs receive training in emergency and centre evacuation procedures every 6 months.

24.3 The Centre Director is responsible for preparing and posting emergency exit instruction route maps in each classroom at the campus with the exit from that room specifically noted in a colored highlight.

24.4 In the event of a fire emergency, the Centre Director will dial 911 and advise the fire department of the location of the centre. They will provide details of the type of fire and the location of the fire within the campus. (In the event of an earthquake emergency, all staff and students will take cover and remain under cover until the shaking stops.)

24.5 The Centre Director will advise all staff, instructors and students to evacuate the campus.

24.6 Instructors will escort their students to the outside meeting areas ensuring that they take the class list with them. The instructor will check the students present against the student list in attendance that day and will immediately advise the Centre Director if anyone is missing.

24.7 The Centre Director will act as a liaison between fire (emergency) officials and staff/ instructors/ students during the emergency. If necessary, the Centre Director will authorize centre closure.

24.8 No staff, instructor nor student will re-enter the campus until the fire (emergency) officials have authorized re-entry.

Sexual Violence & Misconduct Policy Purpose

Description

This Sexual Violence & Misconduct Policy applies to Bayswater Education Canada Inc. ("Bayswater"), which includes the operations of three schools in Canada, Bayswater Calgary, Bayswater Toronto, and Bayswater Vancouver.

Sexual Violence & Misconduct Policy Purpose

Bayswater's goal is to promote a work and learning environment that is free from Sexual Violence and Misconduct. This Policy affirms Bayswater's commitment to providing a safe, respectful, and inclusive environment where Sexual Violence and Misconduct is not tolerated. It outlines a process for Disclosing and Reporting incidents of Sexual Violence and Misconduct to Bayswater and makes clear Bayswater's responsibilities and procedures for reporting and investigating those incidents. It also outlines clear measures Bayswater will take to assist, and support affected individuals, whether or not they have filed a Report as defined in this Policy.

In accordance with the Sexual Violence and Misconduct Policy Act, this Policy will be reviewed at least once every three years.

Scope and Application

This Policy applies to all Members of the Bayswater Community, as that term is defined in this Policy.

All Members of the Bayswater Community affected by Sexual Violence and Misconduct may access support under this Policy. However, Bayswater only has jurisdiction to investigate Reports of actions, interactions, and behaviours in any of the following situations:

- a) On any property that is controlled by Bayswater and used for Bayswater purposes. This includes homestay and student residences; and
- b) At an event or during an activity sponsored or under the auspices of Bayswater.

If an incident does not meet the above criteria, Bayswater may still take actions to mitigate the impact of any incident on the learning, living, or working environment of Bayswater.

Statement of Policy Principles

1. Bayswater will not tolerate Sexual Violence and Misconduct. Bayswater is committed to promoting a safe, inclusive, and respectful learning and working environment, free from Sexual Violence and Misconduct at all times.
2. Bayswater recognizes that peoples' experiences of Sexual Violence and Misconduct can be impacted by multiple forms of intersecting oppression such as misogyny, sexism, racism/white supremacy, poverty/classism, ableism, transphobia, homophobia, ageism, religious discrimination, and colonization.
3. Bayswater recognizes that individuals of all gender identities, gender expressions, and sexual orientations may experience Sexual Violence and Misconduct.
4. Bayswater understands that Sexual Violence and Misconduct can have a significant impact on affected individuals and their community; that violence, harassment, and threats can seriously impact the ability of Members of the Bayswater Community to function in their studies, work, and lives; and can lead to lasting emotional, mental, and physical injuries. Bayswater understands that individuals who experience Sexual Violence and Misconduct will be impacted by, and respond differently to, Sexual Violence and Misconduct.
5. All individuals involved in the investigation of a Report will be treated in a fair and equitable manner, in accordance with the principles of Procedural Fairness and Natural Justice.
6. Bayswater recognizes that confidentiality is an important principle in creating an environment where those who have experienced Sexual Violence and Misconduct can feel safe to Disclose or Report and seek support. The privacy and confidentiality of all Members of the Bayswater Community involved in any Disclosure or Report of Sexual Violence and Misconduct will be protected by Bayswater to the extent permitted under applicable law.
7. Any form of Retaliation against an individual who makes a Disclosure or Report of Sexual Violence, or Misconduct will not be tolerated. No person shall be penalized in any way for making a Disclosure or Report or giving evidence in an investigation regarding a claim of Sexual Violence or Misconduct, unless the claim proves to be made in bad faith or is frivolous or vexatious.
8. Individuals who make claims in bad faith, or frivolous or vexatious complaints, may also be subject to corrective action, up to and including expulsion or termination in accordance with Bayswater Policies.

9. Individuals who have been found to have committed an act of Sexual Violence or Misconduct will be held accountable by Bayswater and will be subject to responsive action up to and including expulsion or termination, or termination of service contracts, in accordance with Bayswater policies.
10. Bayswater is committed to providing comprehensive and inclusive Sexual Violence and Misconduct prevention and response training to Members of the Bayswater Community. This may include a combination of campaigns, online and in-person training sessions, workshops, print and online resources, programs, and other events on a range of topics related to reducing, preventing, and responding to Sexual Violence and Misconduct, and on providing support to Survivors.

Definitions

Bayswater – Bayswater Education Canada Inc., includes the operations of three schools in Canada, Bayswater Calgary, Bayswater Toronto, and Bayswater Vancouver.

Complainant – a person who makes a Report alleging a violation of this Policy.

Disclose or Disclosure – a person chooses to share information with another person about an instance of Sexual Violence or Misconduct. A Disclosure does not initiate an investigation unless a Report is made or any of the following conditions exist:

- An individual is deemed to be at imminent risk of self-harm.
- An individual is deemed to be at imminent risk of harming others.
- Reporting is required by law.

Employee – any person who is employed by Bayswater.

Members of the Bayswater Community include, but are not limited to, the following:

- Students
- Support Staff
- Faculty Members
- Volunteers
- Visitors of Bayswater when on Bayswater property
- Contractors to Bayswater when on Bayswater property

Report or Reporting – a formal Report made by a Member of the Bayswater Community with the intention of initiating an investigation.

Respondent – a person who is alleged to have violated this Policy.

Retaliation – an adverse action or threatened action taken or made through any means, including through social or other electronic media, against a person who is, in good faith, seeking redress or who is otherwise engaged in a process under this Policy, or who is associated with such a person. Retaliation includes threatening, intimidating, or harassing conduct that could discourage a person from seeking support or other services, disclosing, or reporting Sexual Violence and Misconduct, participating in an investigation, or otherwise engaging with this Policy.

Sexual Misconduct – is a broad term that can include sexual assault; sexual exploitation; sexual harassment; stalking; coercion; indecent exposure; voyeurism; the distribution of a sexually explicit photograph or video of a person to one or more persons other than the person in the photograph or video without the consent of the person in the photograph or video and with the intent to distress the person in the photograph or video; the attempt to commit an act of Sexual Misconduct; or the threat to commit an act of Sexual Misconduct.

Sexual Violence – is a broad term that can include any form of unwanted sexual contact or activity performed on a person with any object or body part without consent, or by force. Any sexual activity that is without consent is sexual assault and includes sexual contact such as nonconsensual kissing, grabbing, caressing, fondling, and oral, anal, or vaginal penetration.

Student – means a person enrolled in a course or program of studies at Bayswater.

Trauma Informed – an organizational structure and systems approach that involves understanding, recognizing, and responding to the effects of all types of trauma. Trauma-informed practice does not require the specific disclosure of trauma; rather, it is a systems-wide lens focusing on safe practices and collaborative relationships to assist with healing from adverse life events.

Procedures – Making a Disclosure or Report

Bayswater encourages all Members of the Bayswater Community to Report Sexual Violence and Misconduct so that it can be addressed. While there is no time limit to an individual Disclosing or Reporting Sexual Violence or Misconduct or accessing support, Bayswater may not have jurisdiction to investigate a Report if the parties involved are no longer affiliated with Bayswater or the lapse of time may make it impossible to investigate.

Bayswater makes the following options available to all Members of the Bayswater Community who experience or witness Sexual Violence and Misconduct, or have reason to believe that Sexual Violence and Misconduct has occurred or may occur:

Option 1. Disclosure – with or without a Report:

A person who experiences or witnesses Sexual Violence and Misconduct may choose to make a Disclosure. For these situations, supports are available whether or not the individual chooses to make a Report under this Policy. A person who makes a Disclosure may choose to make a formal Report at a later date. A Disclosure without a Report will not initiate a process to investigate the Sexual Violence and Misconduct incident or engage any resolution process.

- a) Students may make a Disclosure to any Employee, including but not limited to a Faculty Member, Center Director, Student Services Manager, or the Managing Director, in order to access available support, academic accommodations and interim measures.
- b) Employees can seek assistance by contacting their supervisor or the Managing Director and may seek appropriate accommodations.

While Bayswater supports the ability of an individual to make informed choices about whether to pursue the filing of a Report and the subsequent investigation, in some circumstances Bayswater may be obliged to investigate or respond to a Disclosure when a Member of the Bayswater Community's health and/or safety is at risk, and in other legally compelling circumstances.

Option 2. Criminal Reporting:

An individual may make their report through the criminal justice system by contacting the RCMP or local police detachment. If an individual chooses this route, Faculty Members, the Center Director, Student Services Manager, or the Managing Director, are available to help the individual contact the RCMP/police. An individual wishing to make a report to police is not required to involve Bayswater. Bayswater will cooperate with any criminal investigation.

Option 3. Report (formal):

A Report may be made to Bayswater by a Member of the Bayswater Community and should be directed as follows:

- a) For a student – Report should be made to the Center Director of Bayswater Vancouver, or the Managing Director, Canada.
- b) For an Employee – Report should be made to the Center Director of Bayswater Vancouver, or the Managing Director, Canada.

- c) For any other Member of the Bayswater Community – Report should be made to the Center Director of Bayswater Vancouver, or the Managing Director, Canada.

Investigation

Bayswater will, subject to the limitations in this Policy, investigate all Reports, and in appropriate circumstances, may facilitate a resolution process. A Report under this Policy must concern Sexual Violence and Misconduct in connection with a Bayswater-related activity.

If it is decided that a Report by a Student or Employee will be investigated, the Managing Director, Canada will arrange for the services of an external investigator. Bayswater reserves the right to specify alternate processes for the handling of a Report lodged by a Member of the Bayswater Community who is not a student or employee.

The external investigator will establish an investigation process based on expectations outlined by Bayswater. This process may include, but not be limited to:

- Collecting and reviewing documents that may contain relevant information
- Interviewing individuals, including witnesses, who may have relevant information
- Conducting additional interviews with the Complainant or Respondent

The external investigator will render a final investigation report, a copy of which will be provided to the Managing Director, Bayswater Canada.

Once a decision is made, the Complainant(s) and the Respondent(s) will be notified in writing of the outcome of the investigation.

The Complainant may withdraw from an investigation by making a written request to the Managing Director, Bayswater.

Upon receipt of a request to withdraw, the investigation will cease, and the Complainant and the Respondent will be notified except in situations where an investigation is required.

When an investigation establishes that a student or an Employee has violated this Policy, discipline up to and including suspension or termination from Bayswater will be imposed.

When an investigation establishes that a Member of the Bayswater Community other than a student or Employee has violated this Policy, it may result in the termination of any service contracts with Bayswater.

Appeal

If a Respondent is subject to discipline under this Policy, they have a right to appeal the decision, by contacting our Bayswater legal representative in writing explaining they want to appeal the decision.