

Complaints Policy

This complaints policy sets out BSL First's procedure for dealing with complaints.

Complaints regarding hired building or facilities

All face-to-face courses take place in hired venue facilities, therefore BSL First has limited control over the building or facilities.

If you have a complaint about the building or facilities at a hired venue, the following procedure applies:

1. Discuss your concerns with your teacher in the first instance. It's possible the teacher may be able to liaise with the venue managers to rectify any minor issues.
2. Discuss your concerns with the management of the venue directly.
3. If you feel the venue has not addressed your concerns after attempting to liaise with them directly, you can contact the Director at director@bslfirst.com. You should describe the complaint and specify whether you have already attempted to resolve the issue with the venue directly. The Director will attempt to liaise with the venue management to reach a solution.
4. We will acknowledge the complaint within **48 hours** of receipt by email. We aim to resolve complaints within **6 weeks**, although this is dependent on how efficiently we can liaise with the external venue management to reach a solution. We will then write to you with the outcome of the complaint and our proposed solution.

We cannot guarantee that the proposed solution will meet your expectations. BSL First will take all reasonable steps to ensure a fair outcome for all parties.

If you experience problems with the hired venue building or facilities that affect your ability to continue with the course, and this is identified and raised within the first **21 days** of the course start date, we might consider this to be grounds for a part refund or a waiver of outstanding course fees.

If you are not satisfied with the outcome of a complaint, where in our opinion a fair a reasonable solution has been proposed, we would not consider this to be grounds for a part or full refund, waiving of outstanding course fees or withdrawal from the course.

Complaints regarding Zoom and Moodle

All online courses take place via the Zoom platform. Therefore, there are technical limitations that are beyond BSL First's control. It is assumed that by applying for, and accepting, a place on an online course that you are accepting that there may be technical issues relating to the Zoom platform, including lesson recordings.

Complaints about the use of the Zoom platform for the delivery of online courses, or about Zoom recordings, will not be upheld beyond the 21-day cooling off period. If you feel the Zoom platform does not meet your learning needs, you may withdraw from the course within the 21-day cooling off period without penalty, in line with our refund policy.

If you have a complaint about the online resources on Moodle, the following procedure applies:

1. Write to the relevant person responsible for managing Moodle (currently Akbar Sikder at akbar.sikder@bslfirst.com) detailing your complaint, problem(s) and desired solution(s).
2. We will acknowledge your complaint within **48 hours** of receipt by email and investigate the issues raised. We aim to resolve complaints within **6 weeks**.
3. We will write to you with the outcome of the complaint and our proposed solution. We cannot guarantee that the proposed solution will meet your expectations, especially as there are technical limitations to what we can achieve with the online resources.

If you are not satisfied with the outcome of a complaint, where in our opinion a fair a reasonable solution has been proposed, and the complaint is made after the 21-day cooling off period, we would not consider this to be grounds for a part or full refund, waiving of outstanding course fees or withdrawal from the course.

If you are not satisfied with the online resources on Moodle, and you notify us within the 21-day cooling off period, you may withdraw from the course without penalty, in line with our refund policy.

Complaints regarding the course structure, course expectations or assessment requirements

BSL First will endeavour to manage the expectations of students at the beginning of the course, including explaining the course structure, course expectations and assessment requirements. Students then have up to 21-days to withdraw from the course without penalty if the course does not meet their expectations.

If you wish to make a complaint about the course structure, course expectations or assessment requirements, the following procedure applies:

1. Discuss the issue with your teacher in the first instance. In most cases, complaints arise due to misunderstandings or differences in expectations, and can be resolved through mediation and expectation management.
2. If you cannot resolve the issue with your teacher and would like to take the complaint further, you should contact the Director responsible for the course at director@bslfirst.com. You should describe the complaint and specify how you have attempted to resolve the issues with your teacher.
3. We will acknowledge your complaint within **48 hours** of receipt by email. We aim to resolve complaints within **6 weeks**.

If you are not satisfied with the outcome of a complaint, where in our opinion a fair a reasonable solution has been proposed, and the complaint is made after the 21-day cooling off period, we would not consider this to be grounds for a part or full refund, waiving of outstanding course fees or withdrawal from the course.

Example complaint:

A student has complained about the requirement to source their own participants for the Level 6 BSL internal exams. The complaint is made halfway through the course after the coursework has been set. The student explained that they work full time, so they don't have time to socialise or work with deaf people. They are struggling to find suitable people to film the assessment clips with. The student is unhappy with the assessment requirement and feels they are being unfairly treated due to working full time. The student feels they are being unfairly treated due to the expectation to socialise and meet deaf people outside of course hours when they work full time. The

student also claims that the assessment requirements and course expectations were not made clear at the start of the course and therefore they feel blindsided and that the course was not advertised correctly. The student is asking for a full refund due to the course not meeting their expectations and due to the stress and anxiety that struggling with managing the course expectations has caused them.

Resolution:

Upon investigation, the assessment requirements and course expectations were made clear to students during the first lesson and a PowerPoint containing this information has been available on Moodle. The specific assessment requirements are detailed in the Signature qualification specification, which students were instructed to read for homework after the first lesson. BSL First accepts the feedback that the course expectations and assessment requirements could be presented in a clearer format and will take this feedback on board to make improvements for future courses. However, since students were informed of the course expectations and assessment requirements at the start of the course, the student had the opportunity to withdraw from the course within the 14-day cooling off period without penalty, but decided to continue with the course and only make the complaint after they started to struggle with completing the assessments. The assessment requirements and course expectations cannot be changed to suit individuals. Therefore, the complaint was not upheld and no refund was due.

Example complaint:

A Level 1 BSL exam is booked but the teacher cancelled at the last minute due to a personal bereavement. The student has made a formal complaint saying that the last-minute cancellation has caused them undue stress and anxiety and said that the course organisation was chaotic.

Resolution:

BSL First management apologised for the last-minute cancellation, inconvenience and undue stress and anxiety and re-arranged the exam for the following week, in agreement with the teacher. Personal bereavement is an acceptable extenuating circumstance, as detailed in our extenuating circumstances policy. The course was extended by an additional week to account for the cancelled session due to the bereavement. There were no other changes to the course structure, so we disagree with the comment that the course organisation was chaotic. The complaint was not upheld.

Complaints regarding a teacher

If you wish to make a complaint about your teacher, the following procedure applies:

1. You should attempt to resolve any issues directly with your teacher in the first instance. Contact your teacher by email to arrange a meeting with an interpreter (if necessary). In most cases, issues can be resolved through effective mediation.
 2. If you cannot reach a solution with your teacher, then you can contact the Director at director@bslfirst.com. You should describe your complaint and specify how you have attempted to resolve the issue with your teacher directly.
 3. We will acknowledge the complaint within **48 hours** of receipt by email. We aim to resolve complaints within **6 weeks**.
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4. As part of any investigation regarding a teacher, the Director will need to speak to the teacher to understand their perspective of events. We will then write to you with the outcome of the investigation and our proposed solution. We cannot guarantee that the proposed solution will meet your expectations. BSL First will take all reasonable steps to ensure a fair outcome for all parties.

If you are not satisfied with the outcome of a complaint, where in our opinion a fair a reasonable solution has been proposed, and the complaint is made after the 21-day cooling off period, we would not consider this to be grounds for a part or full refund, waiving of outstanding course fees or withdrawal from the course.

Complaints will only be upheld where there is evidence of material harm or where no fair or reasonable solution can be achieved. For example:

- The teacher is unable to make appropriate reasonable adjustments for a student's disability. No fair or reasonable solution can be achieved in this instance, so the complaint would be upheld and compensation/refund due.
- There is evidence of gross misconduct by the teacher that has caused material harm to a student. This is a serious issue that will require further investigation. In this instance, the complaint would be upheld and compensation/refund due.

Examples of situations where a complaint against a teacher will not be upheld:

- You do not like the teacher's personality or teaching style.
- The teacher has not made reasonable adjustments for your disability or learning need, but you did not inform the teacher of your disability or learning need at the beginning of the course.
- You feel the teacher is treating you unfairly but unable to provide proof.
- You find it difficult to communicate with the teacher because they are deaf, or you are uncomfortable with deaf culture.

Complaints regarding the Director

If you wish to make a complaint against the Director, then the only way we can manage this is through mediation. The following procedure applies:

1. Contact the Director at director@bslfirst.com detailing your complaint and desired solution.
2. We will acknowledge the complaint within **48 hours** of receipt by email and we aim to resolve complaints within **6 weeks**.
3. The Director will either respond by email or arrange a telephone or videoconference call to discuss the issue and to reach an agreement.

We cannot guarantee that the proposed solution will meet your expectations. BSL First will take all reasonable steps to ensure a fair outcome for all parties.

If you are not satisfied with the outcome of a complaint, where in our opinion a fair a reasonable solution has been proposed, and the complaint is made after the 21-day cooling off period, we would not consider this to be grounds for a part or full refund, waiving of outstanding course fees or withdrawal from the course.
