

Appendix A: Terms and Conditions (Access to HE)

(New Entrants from 2018/19)

Name of Policy Writer/Amendments	Date Written & agreed / Amended	Approved by	Review Date
S McKenzie	July 2017	Academic Board	July 2018

This document sets out the terms and conditions between the Northern School of Contemporary Dance (“NSCD”) and students on our courses. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions will become binding on you and us when a contract is formed between us in accordance with condition 2.

In this document the term ‘course’ is used to refer to the full programme of training, study and assessment which you will undertake in pursuit of an award. The course is made up of a number of modules.

1. Introduction

- 1.1 As a conservatoire school, NSCD may have rules and regulations that are different from other institutions. You are embarking on a professional training course and these rules and regulations are part of the framework that will support you in understanding the Dance and allied worlds. Please read the NSCD Codes of Conduct and the other documents referred to in condition 2.2 below, which contain these rules and forms part of the terms and conditions of your contract with NSCD.
- 1.2 By agreeing to these terms and conditions, you also agree to abide not only by NSCD’s regulations, policies and procedures, but also by any regulations, policies and procedures established by the course validating body Certa which are applicable to your studies at NSCD, as summarised in these terms and conditions.

2. Our contract with you

- 2.1 These terms and conditions govern the relationship between you and the NSCD and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.
- 2.2 These terms and conditions will become binding on you and us when we confirm your place on a course at the NSCD in writing, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and NSCD on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document and the terms and conditions set out in:
- 2.2.1 Regulations and policies as provided in the NSCD Student Handbook and appendices: <http://www.nscd.ac.uk/study/student-services/policies-procedures/>
- 2.2.2 The NSCD Admissions Policy: <http://www.nscd.ac.uk/study/student-services/policies-procedures/>
- 2.2.3 the prospectus and summary course document, which is available; <http://www.nscd.ac.uk/about/prospectus/>
- 2.2.4 The relevant Regulations of Certa; <http://www.certa.org.uk/learners>

The Tuition Fee Policy; <http://www.nscd.ac.uk/study/student-services/policies-procedures/> and;

- 2.2.5 All other rules, regulations and policies which NSCD makes for its students from time to time, or which are established by CDD and Certa which are applicable to your studies at NSCD, which will be published on the website www.nscd.ac.uk and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 17 (“Other changes to the contract”).
- 2.3 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the contact address provided under condition 21.1.
- 2.4 In the event of a conflict between these terms and conditions and the regulations, policies and/or procedures of Certa which apply to your studies, the regulations, policies or procedures of Certa shall take precedence. In the event of a conflict between these terms and conditions and any other regulations, policies or procedures set out in condition 2.2 which apply to your studies, these terms and conditions shall take precedence.
- 2.5 The contract may be ended by NSCD and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified in condition 2.2, above. For example, failure to comply with the NSCD Codes of Conduct could result in NSCD taking action against you under its disciplinary procedures, which could result in termination by NSCD of your enrolment on your course and of the contract.
- 2.6 NSCD is a sponsor for the purposes of sponsoring students who wish to study there from outside the EEA and has measures in place to ensure that it complies with its obligations to the UK Government in relation to immigration. Where relevant, you are required to comply with any terms and conditions applicable to international students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements.

3. **Enrolment and re-enrolment**

- 3.1 Your place on a course at the NSCD will be conditional on you complying with enrolment conditions including any conditions relating to your fees, and enrolling at the start of your course.
- 3.2 You must enrol at the designated session at the start of your course, as set out in your introductory information and induction pack. If you cannot or do not enrol at the designated session you must provide the NSCD with a reason for your non-enrolment which is acceptable to the NSCD in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with the NSCD and this contract shall be terminated.
- 3.3 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by the NSCD. Failure to enrol at the start of your course in accordance with condition 3.2 will result your relationship with NSCD and this contract being terminated and you will need to reapply from the start to be considered for a place to study at the NSCD in a future year.

4. **Your obligations**

4.1 In enrolling with NSCD as a student, you become part of NSCD's community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at condition 2 above, copies of which can be obtained from the Head of Academic Registry. You are required at all times to behave courteously and respectfully towards other students and members of academic and non-academic staff, including visiting professionals, in accordance with the NSCD Code of Conduct and Code of Practice.

4.2 Your obligations to NSCD are to:

4.2.1 Pay your course fees and other required fees when due as set out in the offer letter. If you cease to be a student of NSCD because for example you withdraw from your course or NSCD terminates your enrolment, for example due to non-payment of fees, you may still be liable for any outstanding fees (see condition 8 below).

4.2.2 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by NSCD for the use of resources and facilities as set out in the NSCD Codes of Conduct.

4.2.3 Participate actively in your training, including meeting NSCD's rules around attendance, which do not generally allow for absence other than in exceptional circumstances, and do nothing that will hinder or interfere with the training of other students.

4.2.4 Meet assessment deadlines, including attendance requirements for continuous or performance-based assessment.

4.2.5 Familiarise yourself with and comply with the NSCD Codes of Conduct and all other rules and regulations, policies and procedures listed as condition 2.2 above which govern the operation of your course and your relationship with NSCD.

5. **Our obligations to you**

5.1 NSCD's obligations to you are to:

5.1.1 Provide you with the tuition, pastoral and learning support associated with your course with reasonable care and skill;

5.1.2 Subject to conditions 16 and 17, deliver your course as described in the prospectus and summary course document for the duration of the course; and

5.1.3 Ensure that you are assessed in line with the relevant Regulations of NSCD and Certa.

6. **Termination of contract and enrolment**

6.1 You may withdraw from NSCD and terminate this contract and your enrolment as a student at any time by giving written notice to NSCD by sending an email or letter to the address set out in condition 21.2 below. Any such withdrawal will take effect when the named contact receives the communication from you.

6.2 NSCD may terminate this contract and your registration if, in accordance with these terms and conditions and NSCD's appropriate regulation, policy or procedure:

- 6.2.1 you do not pay your tuition fees when due;
- 6.2.2 you fail to disclose relevant information to NSCD (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course;
- 6.2.3 your student status is terminated, for example through its Student Disciplinary Procedure or (in the case of an international student requiring immigration permission to enter or remain in the United Kingdom) if NSCD removes its sponsorship from your visa; and/or
- 6.2.4 you materially breach any of the terms and conditions of the contract: for example, failure to abide by health and safety requirements in line with theatre industry guidelines or serious cases of non-approved absence, or serious breach of the NSCD Codes of Conduct and Practice (see 2.2.3).

6.3 If the contract and your enrolment have been terminated, your entitlement to a refund of course fees and/or other fees will be in accordance with the NSCD Fees Policy.

6.4 On termination of the contract and your enrolment, you must return your door pass and any other property owned by NSCD to the Head of Academic Registry.

7. **Intermission of studies**

7.1 You may be permitted to intermit your studies, with permission from NSCD in accordance with the NSCD Intermissions Policy.

7.2 NSCD may, on occasion require you to suspend your studies if it determines that you are not able for any reason to participate in the course, for example in accordance with the NSCD Fitness to Train Policy.

7.3 During the intermission of your studies, NSCD may make adjustments to your course, in line with the terms outlined in conditions 16 and 17. You will be consulted as soon as NSCD is aware that changes may affect your course.

7.4 If your enrolment is interrupted or terminated for whatever reason, this may affect any bursary or scholarship awarded to you.

8. **Fees and Costs**

8.1 This section sets out key conditions relating to fees. You should consult the NSCD Tuition Fee Policy for full information on fees and debts:

<http://www.nscd.ac.uk/study/student-services/policies-procedures/>

8.2 It is important that you read the Fees Policy carefully as this sets out NSCD's and your respective rights and obligations including but not limited to circumstances in which sums paid to the NSCD will be refunded. It also sets out the potential consequences if you fail to make payment, which includes NSCD's ability to terminate your registration and this contract, and/or to withhold awards. In addition, non-payment of fees and/or charges could result in NSCD taking legal action against you to recover outstanding amounts.

- 8.3 Course fees for each year become payable on enrolment and at re-enrolment each year. Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in the NSCD Fees Policy.
- 8.4 Course fees do not include some personal materials, such as practice clothes/kit and books. You will be expected to bear the cost of attending at least one dance performance during the academic year whilst studying at NSCD.
- 8.5 It is your responsibility to ensure that all deposits, tuition and other fees and charges payable to NSCD are paid when due. Your offer letter will state the amount of tuition fees that you will be required to pay. Where it is agreed that fees may be paid in instalments, these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of NSCD to a different schedule of instalments, course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the Fees Policy.
- 8.6 If you are paying your course fees with a government-sponsored loan, you must provide proof to NSCD before enrolment that you have the necessary finance in place. If you are not able to provide proof, NSCD may require that you pay the first instalment of your fees yourself.
- 8.7 Please note that if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment until NSCD has received cleared funds.
- 8.8 If you do not pay course fees in accordance with these terms, NSCD reserves the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any fee debt is paid or cancelled by NSCD in accordance with its Fees Policy. If you cease to be a student of NSCD, because for example you withdraw or NSCD terminates your registration, you may still be liable for any course fees and/or other charges which are outstanding, in accordance with the Fees Policy.
9. **Risk of Injury and Health Insurance**
- 9.1 NSCD aims to provide a well maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, NSCD understands and complies with its legal obligations to act reasonably to safeguard the health and safety of its students.
- 9.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the NSCD Codes of Conduct and Practice (see 2.2.3). You are required to take care for your own safety and for the safety of those around you, and to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained.
- 9.3 You should be aware, however, that NSCD courses and assessments can be physically demanding. In addition, dance skills by their very nature include elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. For this reason we would encourage you to consider taking out private health insurance to support you with any medical treatment that you may require. Health care can be obtained free of charge from the NHS but waiting times for treatment are unpredictable and may result in disruption to and interruption of your studies. Long periods of absence may result in you being unable to complete the course.

10. **Personal equipment and other property**

- 10.1 NSCD can accept no responsibility for loss or damage to your equipment or other property which is incurred at NSCD or otherwise in the course of your studies.

11. **Intellectual property**

- 11.1 Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trade marks, rights in designs, rights in computer software, database rights and other intellectual property rights.
- 11.2 If you are studying for an undergraduate or taught postgraduate degree, unless agreed otherwise, you shall own any intellectual property you generate and provide to NSCD during your course.
- 11.3 For marketing the school, communicating information about the school and illustrating its work, NSCD may use students' recorded and photographed images, words and movements. NSCD may also quote students by name and this may appear on print, web or broadcast for or distributed by NSCD, its partners and carefully selected organisation to which they have granted permission for its use. Students under the age of 18 are exempt from this point.

12. **Criminal convictions**

13. As part of your application process NSCD requires information concerning relevant unspent criminal convictions to be disclosed, so that it may assess, whether it is appropriate to permit an individual to join the NSCD community. NSCD will consider whether any unspent criminal convictions or related information are compatible with you taking up your place or continuing on your course.

14. **Data Protection**

- 14.1 NSCD (a "Controller") collect, hold and otherwise process "personal data" (which may include "sensitive personal data", each as defined by the Data Protection Act 1998) about applicants and students of NSCD which is provided to them by you (or which is otherwise received from third parties) for their own, separate purpose(s), in accordance with each Controller's Data Protection Statement.
- 14.2 This personal information is generally processed by each Controller for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies, including funding bodies and agencies of UK Government (eg as a condition of leave to remain in the UK). More specific details are set out in each Controller's Data Protection Statement:
- <http://www.cdd.ac.uk/wp-content/uploads/2015/12/Conservatoire-Information-2016-171.pdf>.
- 14.3 Please note that by providing your personal information to each Controller, you are providing your consent to the processing of that personal information by that Controller in accordance with the relevant Data Protection Statement and any other information and/or consent form(s) provided to you from time to time.

15. **Safeguarding and Communication with Parents**

NSCD has policies on safeguarding children and vulnerable adults, and on communication with parents for students who are under 18 years of age or in a vulnerable position. Further information about the policies can be found at <http://www.nscd.ac.uk/study/student-services/policies-procedures/>

Choice of on-course activities

- 15.1 Subject to condition 18 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 16 and 17, NSCD will deliver courses as set out in the prospectus and course summary document referred to in condition 2.2.6. However, you should note that the structure of NSCD's courses requires students to undertake a number of small group performance projects and similar activities and you may on occasion be asked to express preferences for which of the available group performance projects or similar activities you wish to undertake. Whilst NSCD undertakes to provide each student with an appropriate range of opportunities throughout the duration of the course as set out in the prospectus and course summary, NSCD does not guarantee to accommodate the individual preferences of students in its allocation of performance projects or similar activities to students, although it will make reasonable endeavours to meet student preferences. Consequently, you may not get to take part in the group performance projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, NSCD will not be in breach of the contract.

16. **Course changes, discontinuance, suspension and non-provision**

- 16.1 If it reasonably considers it to be necessary, NSCD may make reasonable changes to the content, syllabus, mode of delivery and/or timetable of courses set out in the prospectus and course summary document which:
- 16.1.1 are not material to the overall learning outcomes of the course (for example, moving the timing of a particular module or project within the year, or a change in the staff delivering the module or project);
 - 16.1.2 will benefit your or other student's training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
 - 16.1.3 are caused by matters outside our control (as set out in condition 18); and/or
 - 16.1.4 are in order to comply with changes in the law and/or the instructions of the NSCD's or Certa's regulators and/or professional body.
- 16.2 NSCD may discontinue, suspend and/or not provide courses if there are insufficient numbers of student enrolments to make a course viable and/or for any reason outside the NSCD's control (as set out in Condition 17).
- 16.3 Where changes are to be made to courses in accordance with condition 16.2 which are not significant, we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change).

- 16.4 In the unlikely event that NSCD changes a course significantly:
- 16.4.1 NSCD will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your studies (if you are affected by the change);
 - 16.4.2 you will be entitled to withdraw from the course by informing NSCD of this intention;
 - 16.4.3 If you withdraw from the course, NSCD may (if reasonable to do so), refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis) and
 - 16.4.4 where reasonably practicable, NSCD will offer you a place on a course which NSCD deems a suitable alternative.
- 16.5 In the unlikely event that NSCD discontinues, suspends and/or does not provide a course, in consultation with the validating body:
- 16.5.1 NSCD will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change);
 - 16.5.2 NSCD will refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and
 - 16.5.3 Where reasonably practicable, NSCD will offer you a place on a course which NSCD deems a suitable alternative.
17. **Other changes to the contract**
- 17.1 NSCD may from time to time revise the terms and conditions of the contract including the rules, regulations, policies and procedures referred to in these terms and conditions:
- 17.1.1 in circumstances where NSCD reasonably considers this to be necessary for the enhancement of its provision in the best interests of students and/or for the appropriate management of its resources and/or its student community; and/or
 - 17.1.2 in circumstances which are caused by matters outside our control (as set out in condition 18); and/or
 - 17.1.3 in circumstances which reflect changes in relevant laws; and/ or
 - 17.1.4 in the event of changes to the requirements of NSCD and/or Certa and/or professional bodies; and/or
 - 17.1.5 in the event of changes in NSCD'S validation arrangements.
- 17.2 Where changes are made to the terms and conditions of the contract under condition 17 we will undertake (where necessary) suitable consultation with students and (where necessary) take all reasonable steps to communicate and explain these changes you with as much notice as possible.

18. **Events outside our control**

18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control.

18.2 An event outside our control means any act or event beyond our reasonable control, including without limitation:

18.2.1 strikes, lock-outs or other industrial action or disputes (whether involving our workforce or any other party);

18.2.2 acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;

18.2.3 war (whether declared or not) or threat or preparation for war;

18.2.4 riot, civil commotion, invasion;

18.2.5 an actual, suspected or threatened act of terrorism;

18.2.6 fire, flood, storm, tempest, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

18.2.7 national emergencies;

18.2.8 breakdown of plant or machinery;

18.2.9 default of suppliers and/or sub-contractors; or

18.2.10 failure of public or private telecommunications networks.

18.3 If an event outside our control takes place that affects the performance of our obligations under the contract:

18.3.1 we will contact you as soon as reasonably possible to notify you; and

18.3.2 our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of services to you, we will resume the services as soon as reasonably possible after the event outside our control is over

19. **Complaints procedure**

19.1 NSCD welcomes feedback on your experience of being a student and looks to make improvements where it can. If you wish to complain about any aspect of our service after you have enrolled as a student, you may do so using the Complaints Procedure <http://www.nscd.ac.uk/study/student-services/policies-procedures/>. NSCD's Complaints Procedure outlines the roles and responsibilities of NSCD and Certa in relation to your complaint.

20. **Notices**

- 20.1 If you have any questions about the contract or any of these terms and conditions, please contact The Head of Academic Registry at Hannah.perry@nscd.ac.uk.
- 20.2 In the event that you need to contact NSCD, please send your communication by email to Admissions@nscd.ac.uk or in writing to NSCD, 98 Chapeltown Road, Leeds, LS7 4BH.
- 20.3 If NSCD needs to contact you by email or in writing, such communication will be sent to the last contact email address and postal address provided by you to the Admissions Office, Admissions@nscd.ac.uk. It is your responsibility to ensure that the contact email address and postal address that NSCD hold for you on file are current.

21. **Your right to cancel**

- 21.1 When we confirm your place on a course at NSCD a legal contract is formed with NSCD (as explained in condition 2). For the avoidance of doubt, your place on a course at the NSCD is only confirmed when you receive, in response to your acceptance of NSCD's offer, an email or letter from NSCD confirming that you have been accepted onto a course.
- 21.2 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason.
- 21.3 The cancellation period will expire after 14 days from the day of the conclusion of this contract.
- 21.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You should exercise your right to cancel by emailing us at Admissions@nscd.ac.uk or by writing to us at; NSCD, 98 Chapeltown Road, Leeds, LS7 4BH. You may use the attached model cancellation form, but it is not obligatory.
- 21.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 21.6 If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you.
- 21.7 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

22. **Other important terms**

- 22.1 The contract is governed by English law and subject to the jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland; if you are a resident of Scotland, you may also bring proceedings in Scotland; and, if you are a resident of any country in the EU, you may also bring proceedings in that country which is your national country.



Appendix 1 Model Cancellation Form

To:

Admissions Manager

Northern School of Contemporary Dance, 98 Chapeltown Road, Leeds LS7 4BH

Email: Admissions@nscd.ac.uk

I ['student name'] hereby give notice that I ['student name'] cancel my contract for the supply of the following service: Access to HE Diploma: Contemporary Dance

Ordered on: _____

Received on: _____

Name of student:

Address of student:

[Signature of student:]

Date: