

Terms and Conditions

(New Entrants from 2020/21)

Name of Policy Writer/Amendments	Date Written & agreed / Amended	Approved by	Review Date
H Perry	January 2020	Academic Board	January 2021

NORTHERN SCHOOL OF CONTEMPORARY DANCE: TERMS AND CONDITIONS (NEW ENTRANTS FROM 2020/21)

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. Please note that the term 'course' in this document corresponds to the term 'programme' in the regulations of the University of Kent and in the terminology of the national Quality Assurance Agency for Higher Education (www.qaa.ac.uk).

1. Introduction

- 1.1 As a conservatoire school, the 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 & Practice 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 the NSCD.
- 1.2 The NSCD is one of six legally autonomous institutions which form part of the Conservatoire for Dance and Drama ("the Conservatoire"). The Conservatoire is a legally autonomous institution which is accountable for the use of public funding by its member Schools for the provision of higher education. You will be registered with both the NSCD and the Conservatoire. Degrees and other higher education qualifications to which courses offered by the NSCD lead are validated by the University of Kent. By agreeing to these terms and conditions, you also agree to abide not only by the NSCD's regulations, policies and procedures, but also by any regulations, policies and procedures established by the Conservatoire and University of Kent which are applicable to your studies at the 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 the 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 NSCD Regulations and policies are available at: <http://www.nscd.ac.uk/study/student-handbook/>

- 2.2.2 The NSCD Admissions Policy: <http://www.nscd.ac.uk/study/student-handbook/>
- 2.2.3 The NSCD Fees Policy: <http://www.nscd.ac.uk/study/student-handbook/>
- 2.2.4 The summary course documents, which are available at:
<http://www.nscd.ac.uk/study/courses/>
- 2.2.5 The common student policies provided on the Conservatoire website, found at <http://www.cdd.ac.uk/policies/student-related-policies/>, including but not limited to:
- Access and Participation Plan
 - Admissions Policy Statement
 - Admissions Appeals and Complaints Policy
 - Criminal Records Policy
 - Data Processing Statement
 - Emergency Powers of Exclusion and Suspension
 - Non-Academic Misconduct Policy
 - Prevent
 - Sexual Misconduct, Harassment and Related Behaviours
 - Student Complaints Procedure
 - Student Protection Plan
 - Support Through Studies
- 2.2.6 The academic regulations, credit framework and applicable general regulations of the University of Kent: <https://www.kent.ac.uk/regulations/>;
<https://www.kent.ac.uk/regulations/academic.html>
- 2.2.7 The academic appeals and academic complaints, regulations and procedures of the University of Kent: <https://www.kent.ac.uk/regulations/general.html>;
<https://www.kent.ac.uk/teaching/qa/credit-framework/creditinfoannex13.html>;
- 2.2.8 The [Student Protection Plan](#) of the Conservatoire;
- 2.2.9 All other rules, regulations and policies which NSCD makes for its students from time to time, or which are established by the Conservatoire and the University of Kent which are applicable to your studies at the NSCD, 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") which will be published on the following websites:

NSCD website: <http://www.nscd.ac.uk>

Conservatoire for Dance and Drama's website: <http://www.cdd.ac.uk/>

University of Kent website: <https://www.kent.ac.uk/>

- 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, below.
- 2.4 In the event of a conflict between these terms and conditions and the regulations, policies and/or procedures of the University of Kent which apply to your studies, the regulations, policies or procedures of the University of Kent 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 the NSCD and Conservatoire 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 and Conservatoire Codes of Conduct could result in the NSCD taking action against you under the Conservatoire Non-Academic Misconduct policy, which could result in termination by the NSCD of your enrolment on your course and of the contract.

2.6 The 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 and at the start of each subsequent academic year.

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 the 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.

3.4 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe the NSCD course fees and have not been suspended from the course for any reason including, for example, relating to Disciplinary Procedures, you must re-enrol for each subsequent year of study using the approved procedure. If you cannot or do not re-enrol using the approved procedure 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.

4. **Your obligations**

4.1 In enrolling with the NSCD as a student, you become part of the 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 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 Conservatoire and School Codes of Conduct.

4.2 Your obligations to the NSCD are to:

4.2.1 Pay your course fees and other required fees when due as set out in the NSCD's Fees Policy and in the offer letter. If you cease to be a student of the NSCD, because for example you withdraw from your course or the 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 the NSCD for the use of resources and facilities as set out in the NSCD Codes of Conduct & Practice.
- 4.2.3 Participate actively in your training, including meeting the 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 relevant Regulations of the University of Kent, the Conservatoire and NSCD Codes of Conduct & Practice 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 the NSCD.

5. **Our obligations to you**

5.1 The 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 the University of Kent.

6. **Termination of contract and enrolment**

- 6.1 You may withdraw from the NSCD and terminate this contract and your enrolment as a student at any time by giving written notice to the NSCD by sending an email 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 The NSCD may terminate this contract and your registration if, in accordance with these terms and conditions and the appropriate regulation, policy or procedure:
 - 6.2.1 you do not pay your course fees when due;
 - 6.2.2 you fail to disclose relevant information to the NSCD 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 under the Non-Academic Misconduct Policy), or (in the case of an international student requiring immigration permission to enter or remain in the United Kingdom) if the 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 NSCD Codes of Conduct & Practice.

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's Fees Policy.

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

7. **Intermission of studies**

7.1 You may be permitted to intermit your studies, with permission from the NSCD in accordance with the NSCD Intermissions Policy: <http://www.nscd.ac.uk/study/student-handbook/>

Depending on its length, approval may be required from the University of Kent before a period of intermission can be granted. All periods of intermission count towards the maximum period of time for the completion of your programme.

7.2 NSCD and Conservatoire may, on occasion and in line with relevant Regulations of the University of Kent 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 Support Through Studies policy (or equivalent).

7.3 During the intermission of your studies, the 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 the 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's Fees Policy <http://www.nscd.ac.uk/study/student-handbook/>

8.2 for full information on fees and debts.

8.3 It is important that you read the Fees Policy carefully as this sets out the 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 the 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 the NSCD taking legal action against you to recover outstanding amounts.

8.4 We may require you to pay a deposit to confirm the offer of a place on a course. Course fee deposits are not normally refundable.

- 8.5 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's Fees Policy.
- 8.6 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 your period at the NSCD. The following course-related costs are not included in the fees:
- the estimated cost of your dance clothing over three years
 - the cost of any materials which you choose to use in your creative projects
 - additional printing over and above the £50 annual allowance
 - the cost of books that you might wish to purchase
 - the cost of initial DBS checks (£28 approx.) if required or Enhanced DBS checks if you choose teaching modules (£58 approx.).
- 8.7 For students paying Home / EU undergraduate fees who are new entrants to a course in 2019/20 or new entrants to a course in subsequent years, the course fees confirmed in your offer letter may be increased in further years of study by an inflationary amount determined in accordance with measures set by Government (currently the Office for Budget Responsibility forecast for RPI-X, being the retail price index, excluding mortgage interest payments). Any such increased fees will not exceed the fee cap current in respect of the relevant period. For all other undergraduate students and for all postgraduate students who are new entrants to a course in 2019/20 or new entrants to a course in subsequent years, the course fee confirmed in your offer letter may be increased in subsequent years of study but this increase shall be in accordance with measures set by Government.
- 8.8 It is your responsibility to ensure that all deposits, tuition and other course fees and charges payable to the NSCD are paid when due. Your offer letter will state the amount of course 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 the 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.
- 8.9 If you are paying your course fees with a government-sponsored loan, you must provide proof to the NSCD before enrolment that you have the necessary finance in place. If you are not able to provide proof, the NSCD may require that you pay the first instalment of your fees yourself.
- 8.10 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 the NSCD has received cleared funds.
- 8.11 If you do not pay course fees in accordance with these terms, the 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 the NSCD in accordance with its Fees Policy. If you cease to be a student of the NSCD, because for example you withdraw or the 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 The 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, the 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 & Practice. 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 their 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.
- 9.4 NSCD does not have a private medical insurance scheme but recommend students refer to One Dance UK or other insurance providers for further information:
<https://www.onedanceuk.org/programme/healthier-dancer-programme/performance-optimisation-package-pop/>

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 the 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 the NSCD during your course.

12. **Criminal convictions**

Information about how NSCD processes criminal records data, including the procedures under which this information is handled, is found in the Conservatoire's [Criminal Records Policy](#).

13. **Data Protection**

- 13.1 The NSCD and the Conservatoire (each a "Controller") collect, hold and otherwise process "personal data" (which may include "sensitive personal data" as defined by the Data Protection Act (2018) or "special category personal data" as defined by the General Data Protection Regulations (2018) about applicants and students of the 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 Processing Statement. The Conservatoire's Data Processing Statement can be found at <http://www.cdd.ac.uk/policies/student-related-policies/>. NSCD's Privacy Statement can be found at: <http://www.nscd.ac.uk/privacy-policies/privacy-policy-students/>

- 13.2 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 to the regulator (the Office for Students) 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 Processing Statement <http://www.nscd.ac.uk/privacy-policies> and <http://www.cdd.ac.uk/about-us/how-we-work/resources-and-policies/>.
- 13.3 Schools of the Conservatoire for Dance and Drama will share, as necessary, information with the Conservatoire (including Shared Services and other members of Conservatoire Schools)/validating university regarding student cases¹ which may include personal and sensitive data as part of the fair and proper investigation and handling of a student case, and to maintain and enhance standards and good practice. 'As necessary' means where it is necessary to share information regarding a student case in order to investigate and resolve it (including Appeal Panel hearings). All such information will be treated confidentially. If you have any questions or concerns regarding the Conservatoire's procedures you should contact Shared Services by emailing qualityoffice@cdd.ac.uk.
- 13.4 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 where, in accordance with the relevant Data Processing Statement and any other information and/or consent form(s) provided to you from time to time, that is the basis for lawful processing of your personal information.
14. **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 in Appendix 6 of the Safeguarding Policy at <http://www.nscd.ac.uk/study/student-handbook/>
15. **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, the NSCD will deliver courses as set out in the prospectus and course summary document referred to in condition 2.2.4. 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.

¹ Student cases include, but are not limited to: student complaints; student non-academic misconduct cases (including cases of sexual misconduct); student Support Through Studies cases; related appeals under any of these procedures; other 'cases' relating to students.

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 students' 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 the Conservatoire's regulators (such as the Office for Students), a validating university, 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 the 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 the 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, the NSCD will offer you a place on a course which the NSCD deems a suitable alternative.
- 16.5 In the unlikely event that the NSCD discontinues, suspends and/or does not provide a course, consultation with the validating university:
- 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, the NSCD will offer you a place on a course which the 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 the 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 the NSCD and/or the Conservatoire by their regulators (eg the Office for Students) and/or professional bodies; and/or
 - 17.1.5 in the event of changes in the NSCD's validation arrangements, for example where the University of Kent determines to amend any of its regulations, policies or procedures which apply to your programme.
- 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 to 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, 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 The 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 Student Complaints Procedure. The Complaints Procedure outlines the roles and responsibilities of NSCD, the University of Kent and the Conservatoire in relation to your and in the case of academic complaints or non-academic complaints about a service provided by the University of Kent sets out your right of recourse to the University of Kent. If you are not satisfied with the final decision regarding that complaint, you may be able to make a complaint to the Office of the Independent Adjudicator (<http://www.oiahe.org.uk/>).

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 Hannah.perry@nscd.ac.uk.
- 20.2 In the event that you need to contact the NSCD, please send your communication by email to Admissions@nscd.ac.uk
- 20.3 If the 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 the 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 the NSCD's offer, an email from the 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 of confirmation of your place on the course 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 contacting us at Admissions@nscd.ac.uk. 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

I ['student name'] hereby give notice that I ['student name'] cancel my contract for the supply of the following service: course of Higher Education level study.

Ordered on: _____

Received on: _____

Name of student:

Address of student:

[Signature of student:]

Date: