

TERMS AND CONDITIONS FOR STUDENTS

New Entrants from 2022/23

Name of Policy Writer/Amendments	Date Written & agreed / Amended	Approved by	Review Date
H Perry / D Carr	November 2022	Academic Board (<i>Chair's Action 05/01/22</i>)	October 2022

NORTHERN SCHOOL OF CONTEMPORARY DANCE

TERMS AND CONDITIONS FOR STUDENTS

New Entrants from 2022/23

These Terms and Conditions apply to all Higher Education courses of Northern School of Contemporary Dance

This document sets out the terms and conditions between Northern School of Contemporary Dance and students on our higher education 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, together with other policies and procedures of Northern School of Contemporary Dance, will become binding on you (and also your parent / guardian / named responsible adult if you are under 18) and us when a contract is formed between us in accordance with condition 2 of these terms and conditions.

1. IMPORTANT TERMS OF THIS CONTRACT

Northern School of Contemporary Dance would like to bring to your attention the following important terms of this contract. Please also refer to Condition 3 of this contract for further information on important terms.

- 1.1 Notwithstanding clauses 1.2 and 1.3 of these Terms and Conditions, Northern School of Contemporary Dance is currently a Member School of the Conservatoire for Dance and Drama, but is seeking self-registration as an independent Higher Education Provider with the Office for Students, with plans to end its membership of the Conservatoire by 1 August 2022.
- 1.2 For the avoidance of doubt, your place on a Higher Education course at Northern School of Contemporary Dance is only confirmed when you receive, in response to your acceptance of the School's offer of a place, an email from Northern School Of Contemporary Dance confirming that you have been accepted onto the Course.
- 1.3 By accepting the offer of a place on the undergraduate or postgraduate course, you (and your parent / guardian / named responsible adult if you are under 18) accept these terms and conditions in full, which along with your offer and the School's rules, regulations, policies and procedures, alongside the rules, regulations of the Conservatoire for Dance and Drama, and those of the University of Kent, as applicable, form the contract between you (and your parent / guardian / named responsible adult if you are under 18) and the School (and, as applicable, the Conservatoire), in relation to your studies at the School.
- 1.4 Whilst Northern School of Contemporary Dance remains a Member School of the Conservatoire for Dance and Drama, these terms and conditions also form the contract between you and the Conservatoire for Dance and Drama. As the validating university, some academic regulations of the University of Kent are also applicable to this contract. In the event that Northern School of

Contemporary Dance leaves the Conservatoire for Dance and Drama, the rules, regulations, policies and procedures of the Conservatoire for Dance and Drama will cease to apply to this contract, the contract between you and the Conservatoire will be ended, and these terms and conditions will form the contract between you and Northern School Of Contemporary Dance, in relation to your studies at the School.

- 1.5 Relevant policies of the Conservatoire for Dance and Drama applicable to this contract are published at: www.cdd.ac.uk. Relevant policies of Northern School of Contemporary Dance applicable to this contract are published at: <https://www.nscd.ac.uk/policies-and-procedures/>. In the event that Northern School of Contemporary Dance leaves the Conservatoire for Dance and Drama, the rules, regulations, policies and procedures of the Conservatoire for Dance and Drama will cease to apply to this contract, and the rules, regulations, policies and procedures of Northern School of Contemporary Dance, and as applicable, the University of Kent, will apply.
- 1.6 Northern School of Contemporary Dance is a legally autonomous institution and independent training organisation and charity which forms part of the Conservatoire for Dance and Drama (“the Conservatoire”) as a Member School of the Conservatoire. The Conservatoire for Dance and Drama is the registered Higher Education Provider with the Office for Students (OfS). On enrolling upon a course of higher education with a Conservatoire Member School you will be a registered student of the Conservatoire for Dance and Drama, with curriculum delivery and assessment being delivered by the Member School. Higher Education courses are validated by the University of Kent (the ‘validating university’).
- 1.7 These terms and conditions will become binding on you and us when we confirm your place on a NSCD Course of higher education in writing following your written acceptance of an offer, 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 Northern School of Contemporary Dance 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 the policies and regulations listed in Section 3 of this contract.

Students paying Home fees

- 1.8 For students paying Home undergraduate fees who are new entrants to a NSCD course of higher education in 2022/23 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter maybe increased in further years of study by an amount determined in accordance with measures set by Government. Any such increased fees will not exceed the fee cap current in respect of the relevant period. For more information, please consult the Northern School of Contemporary Dance , Annex A to these Terms and Conditions.
- 1.9 The above term applies to all undergraduate students paying Home fees, whether you are funded via the Student Loans Company or an equivalent funding body, or you are self-funded.

Students paying Overseas fees

- 1.10 For students paying Overseas undergraduate fees who are new entrants to a NSCD course of higher education in 2022/23 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter maybe increased in further years of study but will not exceed 5% in any one year.
- 1.11 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 Course fee debt is paid or cancelled by NSCD in accordance with its Fees Policy. If you cease to be a student of the 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.

- 1.12 You should be aware that the majority of the NSCD Courses of study 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 you may wish to consider taking out private health insurance to support you with any medical treatment that you may require.
- 1.13 Health care can be obtained free of charge from the NHS for 'home students'¹ 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 your course.

Validating Universities

- 1.14 The degrees delivered by Northern School of Contemporary Dance are validated and awarded by the University of Kent.
- 1.15 For the purposes of this contract:
- 1.15.1 Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in the relevant Course Summary document for each NSCD course of higher education. Please see also the NSCD Fees Policy.
 - 1.15.2 Information about additional costs is contained in Section 10 of this contract.
 - 1.15.3 You may be required to complete additional administrative processes for the validating university to ensure you are appropriately registered for the award that your Course of study with NSCD leads to.

Glossary of Key Words used in this Document

'Course' is used to refer to the full programme of training, study and assessment which you will undertake in pursuit of an award. Each course is made up of a number of modules, and follows the academic regulations of the validating university: degree courses are validated and awarded by the University of Kent.

'Enrolment' The annual process by which you formally confirm you are beginning each year of your course. Enrolment must normally be fully completed in order to receive full access to School and course facilities. Enrolment is carried out by NSCD, and takes place annually (i.e. each student must re-enrol at the start of each academic year in order to continue their studies).

'Guardian' means an adult who is not your parent, but who has legal responsibility for you. A guardian takes parental responsibility for a child until they reach 18 years of age and are legally an adult, and looks after the child they are responsible for, including making decisions for the child.

'Intermission of studies' (also known as 'interruption' or 'suspension' of studies), is where you take some time out from completing your studies within the normal anticipated timeframe. This means your registration as a student with Northern School of Contemporary Dance remains current, even though you will not be enrolled for the period of time out you are taking (please also see the section 'Registration' below, for further information). Depending on the length of time away from studies that you need to take, this may or may not have an impact on the point at which you can re-join your course and resume your studies, and in some instances you may be required to restart a module or academic year from the start. Intermitting or interrupting your

¹ See <https://www.ukcisa.org.uk/Information--Advice/Studying--living-in-the-UK/Health-and-healthcare#layer-3209> for more details about paying for medical treatment.

studies might also have implications for your student finance arrangements if you are in receipt of funding from the Student Loans Company (or another funding body such as the Student Awards Agency for Scotland or US Federal Loans). Any authorisation of a period of intermission must be done in accordance with the academic regulations of the validating regulations. Students studying under a Tier 4 visa should note that intermission of studies may impact upon the terms of your visa and/or alter your visa status.

'Named Responsible Adult' is someone who has agreed to act in your interests and take responsibility for you in matters relating to your higher education course of study. Applicants and students who are estranged from their parents may name a 'responsible adult' who has agreed to take responsibility for them and will be the person with whom Northern School of Contemporary Dance will communicate with where necessary, with regard to any aspect of your study. If you have any questions about this, you should contact a member of staff at NSCD to discuss it further.

'Registration' is the final part of the admissions process, where you confirm and update as necessary the personal details we hold for you which you provided in your application; confirm the School course you are intending to study, and agree to abide by, comply and engage with our Terms and Conditions and all related regulations and policies. Registration confirms that you are a student of Northern School of Contemporary Dance.

'Validated' Validation is defined by the Quality Assurance Agency as 'a process by which a degree-awarding body judges a module or course developed and delivered by another organisation and approves it as being of an appropriate standard and quality to contribute, or lead, to one of its awards'.

'Validating University' The higher education institution that validates the courses and awards your degree. Your degree certificate will state that you have a degree from the validating university.

Queries and Enquires

Queries and enquires about these Terms and Conditions should be addressed in writing to Student Services at NSCD. Student Services can be contacted via email at the following address: studentservices@nscd.ac.uk

NORTHERN SCHOOL OF CONTEMPORARY DANCE TERMS
AND CONDITIONS FOR STUDENTS
(New Entrants from 2022/23)

2. Introduction

2.1 In registering on a Course of higher education with us, 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 artistic discipline(s) and related industries in and for which you are training . Please ensure you read the [NSCD Codes of Conduct & Practice](#), and the other documents referred to in condition 2.3 below, which contain these rules, policies, procedures and regulations, and form part of the terms and conditions of your contract with Northern School of Contemporary Dance.

2.2 By agreeing to these terms and conditions, you agree to abide by the Northern School of Contemporary Dances' regulations, policies and procedures, but also by any regulations, policies and procedures established by the validating university which are applicable to your studies at NSCD, as summarised in these terms and conditions. Please see Section 3 of these Terms and Conditions for further information about such regulations, policies and procedures.

3. Our contract with you

3.1 These terms and conditions govern the relationship between you and Northern School of Contemporary Dance and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents. By accepting NSCD's offer of a place on a Course, you (and your parent / guardian / named responsible adult if you are under 18) accept these terms and conditions in full, which along with your offer and the rules, regulations, policies and procedures form the contract between you (and your parent /guardian / named responsible adult if you are under 18) and Northern School of Contemporary Dance, in relation to your studies at the School.

Confirmation of an offer of a place to study

3.2 Both undergraduate and postgraduate applicants receive their offer of a place to study with Northern School of Contemporary Dance . In either case, an offer of a place to study is not confirmed until you have submitted written acceptance of the offer of a place to study, and Northern School of Contemporary Dance have confirmed the place in writing.

3.3 These terms and conditions will become binding on you and us when we confirm your place on a NSCD course of higher education in writing following your written acceptance of an offer, 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 Northern School of Contemporary Dance 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:

3.3.1 Northern School of Contemporary Dance regulations and policies, as updated from time to time, found at <https://www.nscd.ac.uk/policies-and-procedures/> , including but not limited to:

- The Admissions Policy
- The Admissions Appeals and Complaints Policy and Procedure

- The Codes of Conduct & Practice
- The Criminal Records Policy
- The Data Processing Statement;
- The Emergency Powers of Exclusion and Suspension
- The Inclusivity Policy and Protocols
- The Non-Academic Misconduct Policy and Procedures
- The Policy on Sexual Misconduct, Harassment and Related Behaviours
- The Refunds and Compensation Policy
- The Student Complaints Procedure
- The Student Protection Plan
- The Support Through Studies Policy and Procedures

3.3.2 Northern School of Contemporary Dance regulations and policies as provided in the Student Handbooks and appendices which can be located on School's website.

3.3.3 The Fees Policy (Annex A to these Terms and Conditions) that you will be furnished with at the point of offer, and a link to which is available at: <https://www.nscd.ac.uk/policies-and-procedures/>.

3.3.4 **For all courses delivered at Northern School of Contemporary Dance** 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>;

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>;

3.3.5 All other rules, regulations and policies which Northern School of Contemporary Dance make for their students from time to time, or which are established by the validating university which are applicable to your studies at 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 08 ("Other changes to the contract") which will be published on the following website:

Northern School of Contemporary Dance: www.nscd.ac.uk

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

- 3.4 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 Head of Academic Registry at Northern School of Contemporary Dance , via email at studentservices@nscd.ac.uk
- 3.5 In the event of a conflict between these terms and conditions and the academic regulations, academic policies and/or academic procedures of the validating university which apply to your studies, the academic regulations, academic policies or academic procedures of the validating university 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 3.3 which apply to your studies, these terms and conditions shall take precedence.
- 3.6 The contract may be ended by Northern School of Contemporary Dance 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 3.3, above. For example, failure to comply with the NSCD codes of conduct could result in Northern School of Contemporary Dance taking action against you under the Non-Academic Misconduct policy, which could result in termination by Northern School of Contemporary Dance of your enrolment on your course and of the contract.
- 3.7 It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (i.e. does not omit information you have been asked to provide). Please see Section 4 of the [Admissions Policy](#) 'False, fraudulent or misleading information provided by applicants' for further information.
- 3.8 Breach of any condition will be addressed according to your registration status. If you have accepted your offer but have not yet registered and enrolled for your Course, this contract may be terminated immediately by NSCD, at the discretion of NSCD. Once you are a registered and enrolled student, disciplinary proceedings may be brought against you under the [Non-Academic Misconduct Policy](#), which may result in sanctions including suspension or expulsion from NSCD and your Course.
- 3.9 For the avoidance of doubt, a student will be deemed to be 'registered' by Northern School of Contemporary Dance when NSCD have notified you in writing that your acceptance of the offer of a place has been confirmed. A student will be deemed to be 'enrolled' once they have undertaken the enrolment process with NSCD at the start of each academic year. Registered students are required to enrol with Northern School of Contemporary Dance at the start of each academic year in order to maintain their registration.

Visa and immigration requirements

- 3.9 Northern School of Contemporary Dance is a sponsor for the purposes of sponsoring students who wish to study there from outside the UK and has measures in place to ensure that it complies with its obligations to the UK Government in relation to immigration. You will need to demonstrate that you have valid immigration status to undertake your studies. Where relevant, you are required to comply with any terms and conditions applicable to overseas (international) students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements. Northern School of Contemporary Dance must comply with its own duties under immigration law and as a result may have to withdraw sponsorship of your Student route visa for a number of reasons. Queries regarding visas should be addressed directly with NSCD.
- 3.10 See also Section 5 of these Terms and Conditions, 'Enrolment and Re-enrolment' and Section 8 of these Terms and Conditions 'Termination of Contract and Enrolment'.

4. Application and admission to Northern School of Contemporary Dance

- 4.1 The [NSCD Admissions Policy](#), sets out the framework for applying and being admitted to the School. The Policy includes details of the NSCD processes for seeking feedback on, and raising appeals and complaints against, decisions made in connection with an application.

Applicants and students with disabilities and additional support needs

- 4.2 If you have a disability and/or any additional support needs you are strongly encouraged to disclose this to the Admissions team as soon as you apply or at any time during the admissions process, in order that we can best support you through your studies. Member Schools may tailor individual support plans to students under the [Support Through Studies Policy and Procedures](#), either prior to enrolment or at any time on the Course once enrolled. Disabled students are encouraged to disclose their support requirements so that we can endeavour to meet them during the audition process and subsequent training. Failure to disclose your disability may mean that you will not get the support to which you are entitled, and any necessary adjustments may be delayed or may not be made.

Disclosure of pre-existing physical injuries and conditions

- 4.3 The courses delivered at NSCD concern demanding physical training in an artistic discipline. NSCD will therefore routinely request whether applicants have any pre-existing injury or condition that they wish to disclose to the School prior to commencing studies, in order that they can be appropriately supported. Where candidates do not disclose a pre-existing injury or condition ahead of commencing their studies, or enrolled students fail to disclose injuries or conditions arising after enrolment, NSCD accept no liability for any exacerbation or impact upon such an injury or condition. For further information, please also see Section 10 of these Terms and Conditions, 'Risk of Injury and Health Insurance'.

Applicants under the age of 18: Safeguarding and Communication with Parents

- 4.4 Northern School of Contemporary Dance has policies on safeguarding children and vulnerable adults, and (where relevant) on communication with parents for students who are under 18 years of age or in a vulnerable position. Applicants who will be under 18 at the time of their enrolment will, in addition to agreeing to these terms and conditions, be required to obtain a parent's / guardian's / named responsible adult's agreement to these terms and conditions and agreement to be responsible for Course fees or other charges. Further information about the policies can be found on the School's website as listed in Section 3 of these Terms and Conditions.

Criminal convictions

- 4.5 Having a criminal record is not necessarily a bar to training with NSCD. The NSCD is committed to equality of opportunity and will not request or require any applicant to disclose whether they have a criminal record prior to receiving an offer of a place to study being made, in any circumstances.
- 4.6 NSCD only requires disclosure of a criminal record in specific circumstances dictated by the requirements of Courses. Where a Course has a compulsory element (e.g.

placement involving 'regulated activity' with children and/or vulnerable adults) that requires a criminal records check (enhanced Disclosure and Barring Service, or 'DBS' check), applicants will normally be required to undertake a criminal record check before an applicant's accepted place can be confirmed by NSCD.

- 4.7 Where a Course has an optional element requiring a criminal record check that students can choose whether to take, students are not required to undergo a criminal record check unless they wish to participate in the element.
- 4.8 Upon receipt of a disclosure of a criminal record, whether by an individual applicant/student or as a result of a criminal records check, NSCD will undertake a risk assessment in accordance with the procedures under our Criminal Records Policy. For more information, details of relevant Courses where an enhanced DBS check may be required, and the specific circumstances in which NSCD will process criminal records data, please see the [NSCD Criminal Records Policy and procedures](#), published on the School website. Summary course documents also indicate where a criminal records check will or may be required.

5. Enrolment and Re-enrolment

- 5.1 Your place on a Course at NSCD will be conditional on you complying with the School's enrolment conditions and requirements, including any conditions relating to your fees, and enrolling at the start of your course and at the start of each subsequent academic year.
- 5.2 You must enrol at the designated session at the start of your course, as set out in your introductory information and induction pack provided by NSCD. If you cannot or do not enrol at the designated session you must provide the School with a reason for your non-enrolment which is acceptable to the school 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 NSCD and this contract shall be terminated.
- 5.3 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by NSCD but will exercise its discretion in its consideration of a request to defer a place for enrolment, particularly where a deferral may be a reasonable adjustment for a disabled student.
- 5.4 Failure to enrol at the start of your Course in accordance with the conditions set out in Section 5 of these Terms and Conditions will result in 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 Northern School of Contemporary Dance, in a future year. This is the case regardless of whether you have previously completed a course with NSCD.
- 5.5 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe any Course fees and have not been suspended from the course for any reason including, for example, relating to proceedings brought under any NSCD policies 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 School with a reason for your non-enrolment which is acceptable to the School 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 NSCD and this contract shall be terminated.

6. Your obligations

6.1 In accepting these Terms and Conditions and enrolling with us as a student, you become part of NSCD and School community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at Section 3 above. Copies of the School's policies and procedures can be obtained from the Head of Registry & Quality Assurance and are all available here: <https://www.nscd.ac.uk/policies-and-procedures/> . 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 School [Codes of Practice & Conduct](#). Please also see Sections 3 and 11 of these Terms and Conditions.

6.2 Your obligations to Northern School of Contemporary Dance are to:

6.2.1 Pay your Course fees and other required fees when due, as set out in the 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 school terminates your enrolment, for example due to non-payment of fees, you may still be liable for any outstanding fees (see Section 9 below).

6.2.2 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 School Codes of Conduct & Practice.

6.2.3 Participate actively in your training, including meeting the Course requirements and School'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.

6.2.4 Meet assessment deadlines and related assessment requirements, including attendance requirements for continuous or performance-based assessment.

6.2.5 Familiarise yourself with and comply with the relevant Regulations of the validating university, the School codes of conduct and all other rules and regulations, policies and procedures listed as condition 2.3 above which govern the operation of your Course and your relationship with NSCD.

6.2.6 Comply with the terms of your visa (if applicable).

7. Our obligations to you

7.1 The Northern School of Contemporary Dance obligations to you are to:

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

7.1.2 Subject to Sections 17 and 18 of these Terms and Conditions, deliver your Course as described in the Member School prospectus/website pages and summary course document for the duration of the course; and

7.1.3 Ensure that you are assessed in line with the relevant Regulations of the validating university for your Course.

8. Termination of contract and enrolment

- 8.1 You may withdraw from the Course 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 at the address and contact details provided in your offer letter. Any such withdrawal will take effect when NSCD confirms that the communication from you has been received and confirms the date of withdrawal, which will normally be the date on which the communication from you is received by Northern School of Contemporary Dance.
- 8.2 Northern School of Contemporary Dance may terminate this contract and your registration if, in accordance with these terms and conditions and the appropriate regulation, policy or procedure:
- 8.2.1 you do not pay your tuition (Course) fee when due;
 - 8.2.2 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;
 - 8.2.3 your student status is terminated (for example, under the [Non-Academic Misconduct Policy](#)), or in the case of an overseas (international) student requiring immigration permission to enter or remain in the United Kingdom, if the School removes its sponsorship from your visa; and/or
 - 8.2.4 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 school policies as detailed on: <https://www.nscd.ac.uk/policies-and-procedures/>
- 8.3 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.
- 8.4 On termination of the contract and your enrolment, you must return your door pass and any other property owned by the School to the designated staff member at the School. If you are uncertain about this, you should contact the School immediately to seek clarification about returning such property.
- 9. Intermission/Interruption of studies**
- 9.1 You may be permitted to intermit your studies (also known as 'interruption of studies'), with permission from the NSCD in accordance with the academic regulations of the validating university and the requirements of your Course. Depending on its length, approval may be required from the validating university before a period of intermission can be granted. All periods of intermission count towards the maximum period of time for the completion of your Course.
- 9.2 Northern School of Contemporary Dance may, on occasion and in line with the [Support Through Studies policy](#), the academic regulations of the validating university and the requirements of your Course, require you to suspend your studies if it determines that you are not able for any reason to adequately participate in your Course.
- 9.3 During the intermission of your studies, NSCD may make adjustments to your Course, in line with the terms outlined in conditions 17 and 18. You will be consulted where

changes may substantively affect your Course as soon as it is practicable for NSCD to do so.

- 9.4 If your enrolment is interrupted or terminated for whatever reason including intermission of studies, this may affect any bursary or scholarship awarded to you, and / or any visa issued to you.

Fees and Costs

- 9.4 This section sets out key conditions relating to fees. You should consult the [NSCD Fees Policy](#) (Annex A to these Terms and Conditions) and the relevant Course Summary document for full information on fees and debts.

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

- 9.6 NSCD may require you to pay a Course Deposit to confirm the offer of a place on the Course. Please see the [Course Deposit Policy](#), and section 4 of the [Fees Policy](#) for further information.

Course fee status

- 9.7 The Course fee status of individual applicants will be determined prior to an offer being made of a place to study on a NSCD Course of study. The Course fee status will be assessed and determined by NSCD. Course fee status will be set as either 'Home' or 'Overseas' and will be confirmed at the point of offer, in the offer letter.

Fee increases: Students paying Home fees

- 9.8 For students paying Home fees who are new entrants to a NSCD course of higher education in 2022/23 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 amount determined in accordance with measures set by Government. Any such increased fees will not exceed the fee cap current in respect of the relevant period. For more information, please consult the [NSCD Fees Policy](#), Annex A to these Terms and Conditions.

- 9.9 The above term applies to all students paying Home fees, whether you are funded via the Student Loans Company or an equivalent funding body, or you are self-funded.

Fee increases: Students paying Overseas fees

- 9.10 For students paying Overseas undergraduate fees who are new entrants to a NSCD course of higher education in 2022/23 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 but will not exceed 5% in any one year.

Associated additional Course costs

- 9.11 Any associated additional costs shall be set annually by Northern School of Contemporary Dance and published in the relevant course summary document. Course summary documents can be accessed via <https://www.nscd.ac.uk/study/>

Additional costs

- 9.12 Course fees do not include some personal materials, such as practice clothes/kit, I.T and books. You should look on the relevant Course Summary Document for your course for more information on additional costs.

Payment of fees

- 9.13 It is your responsibility (and the responsibility of your parent / guardian / named responsible adult if you are under 18) to ensure that all deposits, tuition and other Course fees and charges payable to 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 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.
- 9.14 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.
- 9.15 Where Northern School of Contemporary Dance exceptionally permit attendance whilst a Course fee instalment is outstanding, the period of attendance with outstanding Course fees will not normally exceed one month from the date that the instalment is due. Where an alternative instalment plan has not been agreed NSCD reserve the right to suspend or withdraw the student in accordance with Section 10 of these Terms and Conditions for non-payment of Course fees. 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.

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 Course 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 [NSCD Fees Policy](#) (Annex A to these Terms and Conditions).

10. Risk of Injury and Health Insurance

- 10.1 Northern School of Contemporary Dance 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 understand and comply with their legal obligations to act reasonably to safeguard the health and safety of their students.

- 10.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the School Codes of Conduct & Practice. You are required to take care in ensuring your own safety and the safety of those around you, to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained, and to report any issues with School equipment or premises as soon as reasonably practicable to a member of School staff.
- 10.3 You should be aware that the majority of the NSCD Courses of study and their assessments can be physically demanding. In addition, dance and theatre 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 you may wish to consider taking out private health insurance to support you with any medical treatment that you may require.
- 10.4 Health care can be obtained free of charge from the NHS for 'home students'² 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 your course. You are advised to consider taking personal medical/health insurance, further information available: <https://www.nscd.ac.uk/study/student-life/student-services/injury-support/>
- 11. Personal equipment and other property**
- 11.1 Northern School of Contemporary Dance can accept no responsibility or liability for loss or damage to your equipment or other property which is incurred at the School or otherwise in the course of your studies.
- 12. Intellectual property**
- 12.1 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, whether registered or unregistered.
- 12.2 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.
- 12.3 By signing these Terms and Conditions you are agreeing to Northern School of Contemporary Dance using photographic images and/or recordings for publicity/marketing/other legitimate purposes (such as demonstrating the training of the various artistic disciplines delivered by NSCD). You may withdraw your consent for us to use these images/recordings at any time by writing to NSCD via email.
- 13. Data Protection**
- 13.1 Northern School of Contemporary Dance ("Controller") collect, hold and otherwise process 'personal data' which may include sensitive personal data known as 'special category data' as defined by the Data Protection Act (2018) and the General Data Protection Regulations (2018) about applicants and students of NSCD which is provided to them by you (or which is otherwise received from third parties) for their

² See <https://www.ukcisa.org.uk/Information--Advice/Studying--living-in-the-UK/Health-and-healthcare#layer-3209> for more details about paying for medical treatment.

own, separate purpose(s), in accordance with the Controller's Data Processing Statement. The NSCD Data Processing Statement can be found at <https://www.nscd.ac.uk/policies-and-procedures/>.

13.2 This personal information is generally processed by the 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 the Controller's Data Processing Statement.

13.3 Northern School of Contemporary Dance will share, as necessary, information with the validating university regarding student cases³ which may include personal 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.

14. Safeguarding and Communication with Parents

14.1 Northern School of Contemporary Dance has a policy on safeguarding children and vulnerable adults, and on communication with the parents / guardians / named responsible adults of students who are under 18 years of age or in a vulnerable position.

15. Choice of 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 17 and 18, NSCD will deliver Courses as set out in the current prospectus and the course summary document referred to in condition 3.3.4. However, you should note that the structure of Courses of study at NSCD can often require 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 undertake to provide each student with an appropriate range of opportunities throughout the duration of the course as set out in the published information including 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

³ Student cases include, but are not limited to: student complaints; student non-academic misconduct cases (including cases of sexual misconduct); students excluded or suspended under the Emergency Powers; student Support Through Studies cases; student cases arising under the Conservatoire Policy on Sexual Misconduct, Harassment and Related Behaviours, related appeals under any of these procedures and/or any other student-related policy as relevant; other 'cases' relating to students.

- 16.1 If it reasonably considers it to be necessary, NSCD may make reasonable changes to the content, syllabus, mode of delivery or assessment, 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 19); and/or
 - 16.1.4 are in order to comply with changes in the law and/or the instructions of the School's regulators (such as the Office for Students), the 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 NSCD's control (as set out in Condition 19). Where relevant, the Student Protection Plan may apply.
- 16.3 Where changes are to be made to Courses in accordance with condition 18.2 which are not significant, 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.
- 16.4 Northern School of Contemporary Dance defines 'significant changes' to a Course of study as changes requiring full approval by the relevant validating university in accordance with that university's academic quality assurance processes which can be found on the relevant validating university website.
- 16.5 In the unlikely event that NSCD changes a Course significantly:
- 16.5.1 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);
 - 16.5.2 you will be entitled to withdraw from the Course by informing the NSCD of this intention;
 - 16.5.3 If you withdraw from Course, NSCD may (if reasonable to do so), refund Course fees and/or deposits paid in accordance with the [Refunds and Compensation Policy](#) (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis) and
 - 16.5.4 where reasonably practicable, NSCD will offer you a place on a Course which the Member School deems a suitable alternative.
- 16.6 In the unlikely event that NSCD discontinues, suspends and/or does not provide a Course, in consultation with the validating university:
- 16.6.1 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);
 - 16.6.2 NSCD will review the decision in accordance with the [Student Protection](#)

[Plan](#) to determine appropriate refunds of Course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and

- 16.6.3 Where reasonably practicable, NSCD will facilitate a move to an alternative course within NSCD or with another provider.

17. Other changes to the contract

- 17.1 Northern School of Contemporary Dance 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;

17.1.2 in circumstances which are caused by matters outside our control (as set out in condition 19); 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 School by regulators (eg the Office for Students) and/or professional bodies; and/or

17.1.5 in the event of changes in the NSCD validation arrangements, for example where the validating university determines to amend any of its regulations, policies or procedures which apply to your Course.

- 17.2 Where changes are made to the terms and conditions of the contract under condition 17, 18 or 19, where necessary we will undertake suitable consultation with students and take all reasonable steps to communicate and explain these changes you with as much notice as possible.

- 17.3 It may also be necessary for NSCD to make changes to these terms and conditions, including to respond to the factors identified under condition 17 'Course changes, discontinuance, suspension and non-provision'. Where changes are made, these will normally be brought into effect at the start of the next academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify students of any proposed changes to these terms and conditions as soon as is reasonably practicable, and will seek student agreement to significant change (as defined in Section 17 of these Terms and Conditions).

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. Notwithstanding this, NSCD will take all reasonable actions to minimise and mitigate disruptions to the educational delivery caused by such events.

- 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.
- 19. Complaints procedure**
- 19.1 Northern School of Contemporary Dance welcome feedback on your experience of being a student and we look to make improvements where we can. If you have a complaint after you have enrolled as a student, you may make a complaint using the relevant Student Complaints Procedure, which outlines the roles and responsibilities of NSCD and the validating university in relation to your complaint:
- 19.1.1 In the case of academic complaints, or non-academic complaints about a service provided by the University of Kent, the Student Complaints Procedure sets out your right of recourse to the University of Kent.
 - 19.1.2 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. Admission to further NSCD Course of higher education with a MemberSchool (e.g. BA (Hons) degree; Postgraduate Certificate etc)**
- 20.1 Successful completion of a Course of higher education with NSCD does not guarantee

- progression and admission to a related Course at a higher level of study at either undergraduate or postgraduate level at NSCD (e.g. the completion Cert HE does not guarantee progression and admission to a related Bachelors Honours (BA Hons))
- 20.2 Progression and/or admission onto any undergraduate or postgraduate Course will be subject to satisfying the respective admissions requirements for each Course, in accordance with the published procedures and requirements for admission to these Courses.

21. Notices

- 21.1 If you have any questions about the contract or any of these terms and conditions, please contact the Head of Registry & Quality Assurance, via email.
- 21.2 In the event that you need to contact the NSCD, please send your communication by email or in writing to the named School contact as named in your offer letter.
- 21.3 If NSCD needs to contact you by email or in writing, such communication will be sent to the last contact email address or postal address provided by you to NSCD. It is your responsibility to ensure that the contact email address and postal address that NSCD hold for you on file are kept up to date.

22. Your right to cancel within the first 14 days

- 22.1 Your right to cancel in this condition 23 is additional to your right to withdraw from the Programme (as set out in condition 8 above).
- 22.2 When we confirm your place on a Course of study at a NSCD, a legal contract is formed with NSCD (as explained in Section 3 of these Terms and Conditions). For the avoidance of doubt, your place on a Course of study at the NSCD is only confirmed when you receive, in response to your acceptance of NSCD's offer of a place, an email from the NSCD confirming that you have been accepted onto the Course.
- 22.3 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the date of NSCD's written confirmation of your place on the course without giving any reason.
- 22.4 ***The cancellation period will expire after 14 days from the day of the conclusion of this contract.***

Exercising the right to cancel

- 22.5 To exercise the right to cancel, you must inform us of your decision to cancel this contract by written notification, normally submitted by e-mail. You should exercise your right to cancel by notifying the School by emailing the contact details provided in your offer letter. You may use the attached model cancellation form for these purposes (Appendix 1 to these Terms and Conditions).
- 22.6 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.
- 22.7 If you cancel this contract within the 14-day cancellation period, we will reimburse to you all payments received from you.
- 22.8 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.

23. Other important terms

23.1 The contract is governed by English law and subject to the non-exclusive jurisdiction of the English courts.

Northern School of Contemporary Dance

Terms and Conditions

Appendix 1 Model Cancellation Form

This form may be used to cancel the contract with Northern School of Contemporary Dance for a place on a Course of higher education.

In order to cancel the contract:

- Complete this form;
- Within 14 calendar days of the date that your acceptance of a place was confirmed, email the completed form to the Admissions Department at NSCD by emailing: admissions@nscd.ac.uk

STUDENT NOTIFICATION OF CANCELLATION OF CONTRACT

I ['student name'] _____

hereby give notice that I cancel my contract for the supply of the following service: Course of Higher Education level study.

Programme of study applied for:

Date I originally confirmed my acceptance of the offer: _____

Date the School confirmed my place following my acceptance of the offer: _____

Name of student: _____

Address of student: _____

[Optional] Reason for cancellation: _____

Signature of student: _____

Date this form was completed and signed: _____