



# **Student Terms & Conditions**

**Contract for Higher and Further Education Services**

---

**The Arts Educational Schools**

September 2018

# **Contents**

**Introduction**

**Terminology**

**Tier 4**

**Equality, Diversity & Inclusion**

**Admission & Enrolment**

**Cancellation**

**Our Obligations**

**Your Obligations**

**Fees**

**Suspension**

**Termination**

**Data Protection**

**Refunds & Compensation**

**Other important terms**

## Introduction

1. This document sets out key aspects of the relationship between you and The Arts Educational Schools (ArtsEd). When you are offered a place to study a Higher or Further Education course at ArtsEd it is in accordance with these Terms and Conditions and acceptance of a place means that you accept these Terms and Conditions in full.
2. It is therefore important that you read this document in full before accepting your offer of a place. If there is anything said or written by or on behalf of ArtsEd that you wish to take into account when deciding whether or not to accept your offer please seek written confirmation from the Registrar beforehand. Please also contact the Registrar if you have any questions regarding these Terms and Conditions or any of the other documents listed below.
3. These Terms and Conditions together with the:
  - a. Offer Letter;
  - b. Fees, Refund and Compensation policy;
  - c. Acceptance Form; and
  - d. ArtsEd Student Policies & Procedures

form the basis of a contract between you and ArtsEd for the provision of educational services in respect of our Higher and Further Education and Foundation courses (see list at annex A below)

## Terminology

4. ArtsEd or **We** or **Us** means:

The Arts Educational Schools, a charitable company limited by guarantee registered in England and Wales (No. 712444) as now or in the future constituted (and any successor).

Registered office: ArtsEd, Cone Ripman House, 14 Bath Road, London W4 1LY

Contact: Telephone on 020 8987 6676 or at [dbumpstead@artsed.co.uk](mailto:dbumpstead@artsed.co.uk) or address as above.

UKPRN: 10000381

5. **You** or **Your** or **the Student** means the person who has been offered a place at ArtsEd and has signed the Acceptance Form.
6. **Admission** occurs when you accept the offer of a place and entitles you to enrol as a student at ArtsEd.
7. **Enrolment** occurs when you have fulfilled any conditions of your accepted offer and have completed an enrolment form for the academic year specified in your offer letter during your Induction Week.
8. **Re-enrolment** occurs each September and involves enrolled students confirming the continuation of their studies at ArtsEd before a published deadline.
9. **Entry** occurs when the student attends ArtsEd for the first time under these Terms and Conditions.

## Tier 4

10. ArtsEd is registered to sponsor international students under Tier 4 of the points based system of immigration in the United Kingdom. Where a student is sponsored by ArtsEd for immigration purposes the Student shall permit ArtsEd to take and retain copies of his/her passport and visa. It shall be the Student's responsibility at all times to ensure that he/she has the appropriate immigration permission to reside in the United Kingdom and to study at ArtsEd.

### **Equality, Diversity & Inclusion**

11. ArtsEd is committed to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within our community.
12. ArtsEd will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, ArtsEd can cater adequately.

### **Admission & Enrolment**

13. **Offer of a place:** Your offer letter sets out the steps you must take to accept your offer of a place and whether the offer is subject to any conditions.
14. **Acceptance:** Acceptance of the offer and fulfilment of any conditions will entitle you to enrol with ArtsEd for the academic year specified in your offer letter.
15. **Deposit:** An Acceptance Deposit as shown on the Fees List for the relevant year will be payable when the student accepts the offer of a place. The Acceptance Deposit will be retained in the general funds of ArtsEd until the student leaves and will be repaid by means of a credit without interest, less any outstanding sums due to ArtsEd on leaving.
16. **Overseas Deposit.** For reasons of administration, the right is reserved to require payment of an additional Overseas Deposit as shown on the Fees List for the relevant year, in the case of a student whose normal residence is outside the EU. The Overseas Deposit will be retained in the general funds of ArtsEd until the student leaves and will be repaid by means of a credit without interest, less any outstanding sums due to ArtsEd on leaving.
17. **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The student must inform the Registrar when returning a completed acceptance form or at any other time if they require sponsorship in order to obtain a visa to study at ArtsEd. It shall be the student's responsibility at all times to ensure that they have the appropriate immigration permission to live in the United Kingdom and to study at ArtsEd and the student shall permit ArtsEd to take and retain copies of all documentation required to be kept by ArtsEd in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the student. Please also see clause **Error! Reference source not found.**
18. **Permission to enrol:** You will not be permitted to enrol with ArtsEd if you:
  - a. fail to meet any of the conditions specified in your offer letter;
  - b. fail to pay the required tuition fees (or provide information in relation to payment) as specified in the ArtsEd Fees Refund and Compensation Policy.
  - c. you do not have the right to live and study in the United Kingdom, or you have that right withdrawn.

19. **Permission to re-enrol:** You may not be permitted to re-enrol with ArtsEd if you:
- a. are suspended from ArtsEd;
  - b. have been withdrawn from ArtsEd through a failure to meet academic requirements or for contravention of ArtsEd Regulations or Policies;
  - c. have committed or been convicted of a relevant criminal offence which, had it been committed at the time of your application, would have precluded you from enrolment;
  - d. have tuition fee debt or have contravened any other aspect of the ArtsEd Fees Refund and Compensation Policy.

## **Cancellation**

20. **Cancellation:** Cancellation means the cancellation of a place at ArtsEd which has been accepted by you and which occurs before you enrol at ArtsEd or where you do not enter ArtsEd.
21. **Cooling off period:** If your contract with us was formed entirely by means of distance communications (by post or email) without you meeting face to face with a member of staff you have the right to cancel your contract with ArtsEd and obtain a refund at any time within 14 days of the date on which you accepted your place formally (the cooling off period). Please see the Cancellation Notice published on our website [https://artsed.co.uk/images/uploads/info/Cancellation\\_Notice.pdf](https://artsed.co.uk/images/uploads/info/Cancellation_Notice.pdf) which also includes a Cancellation Form.
22. **Notice of cancellation:** Your decision to cancel the contract must be notified to ArtsEd in writing by one of the following methods:
- a. Email to the Registrar [dbumpstead@artsed.co.uk](mailto:dbumpstead@artsed.co.uk)
  - b. completing and returning a Cancellation form to The Registrar, ArtsEd, Cone Ripman House, 14 Bath Road, London W4 1LY
23. **Effects of cancellation**

### **a. Where we have provided educational services**

If, following your acceptance of a place, we provide educational services to you, and then you choose to cancel the contract before the 14 day period expires, you will be liable to pay to us our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of the contract, calculated as a daily proportion of the termly fees. We will return to you, after deduction of our reasonable costs, the balance of fees.

### **b. Where we have not provided educational services**

If you cancel this contract within the 14 day period and we have not provided any services, We will reimburse to you in full any payment of fees received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel.

We will make any reimbursement due using the same means of payment as you used for payment to us, unless we expressly agree otherwise and within 28 days. You will not incur any fees as a result of the reimbursement.

### **Reimbursement of payments made**

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

24. **Withdrawal:** You may terminate your contract and withdraw from ArtsEd at any time after the expiry of the cooling off period. As specified in your offer letter, if you withdraw from ArtsEd at any time after the expiry of the cooling off period you will no longer be entitled to a deposit refund. Please refer to the Termination section below for more details.

## Our Obligations

25. **Provision of education:** ArtsEd will do all that is reasonable to provide an educational environment, tuition and assessment of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the particular circumstances. ArtsEd will exercise reasonable care and skill in providing educational services but cannot guarantee that the Student will achieve his / her desired academic results, progression to other educational establishments or employment prospects.
26. **Optional Modules:** All modules on ArtsEd HE and FE programmes are compulsory. ArtsEd does not offer optional modules.
27. **Continuation of Study:** ArtsEd has a Student Protection Plan (SPP) which records recognised risks to students' continuation of study and the steps taken to mitigate those risks. A copy of the SPP can be found on our website here:  
[https://artsed.co.uk/images/uploads/info/Student\\_Protection\\_Plan.pdf](https://artsed.co.uk/images/uploads/info/Student_Protection_Plan.pdf)
28. **Course variation:** ArtsEd recognises the importance of delivering the course it advertises in its prospectus, but reserves the right to make minor variations (such as updating the curriculum, changing staff and adjusting your timetable) in order to enhance the student experience, act on student feedback and respond to changing laws, regulations and best practice. ArtsEd will not make material variations to your course without consulting you and allowing you to withdraw from the course without financial penalty in the event that you do not wish to accept the change.
29. **Course closure:** In the event that ArtsEd is unable to continue to deliver your course, we will use reasonable endeavours to find you a place at another provider and allow you to withdraw without financial penalty and with appropriate compensation if applicable in accordance with the ArtsEd Refund and Compensation policy.
30. **Consumer protection:** ArtsEd complies with consumer protection legislation and has designed its contractual arrangements with its students to be fair, transparent and reasonable.
31. **Policies and procedures:** ArtsEd will comply with its own policies and procedures. If ArtsEd makes changes to its policies or procedures it will use reasonable endeavours to bring them to your attention before they take effect.

## Your Obligations

32. **Behaviour:** You agree to treat all members of the ArtsEd community with dignity and respect and in accordance with the expectations set out in ArtsEd student policies and procedures, including the ArtsEd Fitness to Practise policy which can be found [here](#). You understand that ArtsEd may take disciplinary action against you in the event that these obligations are breached.
33. **Attendance and Participation:** You agree to attend and participate in all of your scheduled teaching and assessment activities as set out in our Attendance policy. Your attention is particularly drawn to the Lateness and Absence regulations. You are

expected to undertake independent study in order to meet the learning and experience outcomes of your course.

34. **Learning Difficulties and Medical Conditions:** You agree to notify ArtsEd during the application process and subsequently if at any time you become aware or suspect that you have a learning difficulty or medical condition and will provide ArtsEd with a copy of all written reports and relevant information.
35. **Email Account:** You agree to monitor your ArtsEd email account regularly.
36. **Contact Information:** You agree to keep ArtsEd up to date with your contact information.

## **Fees**

37. **Tuition Fees** means fees in respect of, or otherwise in connection with, undertaking the course, including admission, registration, tuition and graduation. Tuition fees are usually charged termly.
38. **Additional Costs** means charges for goods and services that do not form part of tuition fees. This might include expenses relating to trips, materials, checks and specialist clothing.
39. **Total Costs:** the cost of your course, including any mandatory additional costs, will be sent to you in writing with your offer of a place, and are set out in the Fees and Funding section of each course page on our website.
40. **Payment:** Acceptance of these Terms and Conditions indicates agreement to be bound by the ArtsEd Fees Refund and Compensation Policy and to pay all fees owed to ArtsEd when they become due in accordance with the payment terms agreed.
41. **Fee Increases:** ArtsEd will increase its tuition fees on an annual basis by up to 5% and will do so in accordance with its Fees Refund and Compensation Policy.
42. **Appropriation:** Save agreed otherwise, ArtsEd shall allocate payments made to the earliest balance on the Fees account.

## **Compensation**

43. **Compensation eligibility:** A student may be eligible for compensation in the event that ArtsEd is not able to preserve his or her continuity of study - please see paragraph 26. Any request for compensation must be made in writing to the Principal. Please refer to the Tuition Fee Refund and Compensation Policy for more details.

## **Complaints**

44. **Concerns & Complaints:** ArtsEd welcomes feedback from prospective students and members of its community and will engage with students on an informal or formal basis in accordance with its policies and procedures.
45. **Applicants:** Applicants who are unhappy with the way in which their application to ArtsEd was managed may raise a complaint under the ArtsEd Audition Appeals Procedure.
46. **Students:** Students who have accepted an offer of a place may raise any concerns they have with their course or any other aspect of the service provided by ArtsEd by following the Students Complaints Procedure.
47. **External Review:** Students whose complaint(s) are not resolved under the Student Complaints Procedure may, once they have been issued with a Completion of Procedures Letter, refer the matter to the Office for the Independent Adjudicator (OIA).

## Suspension

48. **Suspension:** ArtsEd may suspend a student from his/her course in accordance with its Student Regulations. Non-exhaustive examples of the circumstances in which ArtsEd may decide to suspend a student include where it is deemed:
  - a. necessary to enable an investigation to be conducted into alleged misconduct;
  - b. appropriate as a disciplinary sanction in its own right.
49. **Appeal:** A student may appeal a decision to suspend them in accordance with the Student Regulations.

## Termination

50. **Automatic termination:** ArtsEd will deem this contract to terminate with immediate effect in the event that you fail to re-enrol on your course by the deadline.
51. **Termination by you:** You may terminate this contract and withdraw from ArtsEd at any time. If you do this after the expiry of the cooling off period you must provide ArtsEd with written notice of withdrawal by completing and returning a Withdrawal Form.
52. **Termination by ArtsEd:** We may terminate this contract and on written notice deem you withdrawn from your course if:
  - a. You have an outstanding tuition fee debt or have contravened the terms of the ArtsEd Fees Refund and Compensation Policy;
  - b. You fail to meet the applicable ArtsEd attendance requirements as set out in its Attendance Policy and Lateness and Absence Regulations;
  - c. You fail to meet the applicable ArtsEd progression or award requirements set out in its Assessment Regulations;
  - d. You fail to meet the requirements of ArtsEd's Fitness to Study Policy;
  - e. You breach the ArtsEd Student Regulations or your behaviour represents an immediate and serious risk to your health, welfare and safety or that of others;
  - f. You commit or are convicted of a criminal offence which had it been committed at the time of your application, would have precluded you from enrolment;
  - g. You have withheld key information or provided incorrect or misleading information to ArtsEd.
  - h. You do not have the appropriate immigration permission to live and study in the United Kingdom.
53. **Appeal against termination:** You may appeal against ArtsEd's decision to terminate this contract under clause 49 above in accordance with the arrangements set out in the relevant policy (e.g. Fees, Refund and Compensation Policy, Student Regulations, Fitness to Study, etc).

## Data Protection

54. **Privacy Notice:** ArtsEd has a Student Privacy Notice which explains how we will use your personal data. Key information from this Privacy Notice is provided with the letter of offer. The Privacy Notice is also published on the ArtsEd website and can be found here: [https://artsed.co.uk/images/uploads/info/Privacy\\_Notice\\_\(Students\).pdf](https://artsed.co.uk/images/uploads/info/Privacy_Notice_(Students).pdf) . You must read the Privacy Notices in full before accepting your place.



55. **Information Sharing:** ArtsEd will share aspects of your personal data with the Higher Education Statistics Agency (HESA) for the purpose of compiling statistics about applicants and students for use by government bodies. The HESA Student Data Protection Notice can be found here: <https://www.hesa.ac.uk/about/website/privacy> and here <https://www.hesa.ac.uk/about/regulation/data-protection/notices>
56. **Right of access:** You have the right to access the personal data about you that ArtsEd holds in accordance with Data Protection legislation.

### **Refunds & Compensation**

57. **Refunds and Compensation:** In the event that ArtsEd is unable to preserve continuity of study and cannot facilitate either teaching out or transfer arrangements we will consider whether any refund and/or compensation may be due to you in accordance with the ArtsEd Fees, Refund and Compensation Policy.
58. **Temporary College closure:** In the highly unlikely event that ArtsEd is no longer able to preserve continuation of study temporarily, for example due to a lack of suitable staffing, building & grounds failure, internal floods & internal power outages, lack of suitable placements or health & safety concerns (this list is not exhaustive), we will make arrangements to transfer you to another suitable provider. If this is not possible or acceptable to you, we will consider whether any refunds or compensation may be due to you according to the ArtsEd Fees, Refund and Compensation Policy.
59. **Permanent College closure:** In the highly unlikely event that ArtsEd is no longer able to preserve continuation of study permanently (for example because of a decision to discontinue the course, cease operating altogether or lose the right/ability to provide the course) we will teach out or make arrangements to transfer you to another suitable provider. If this is not possible or acceptable to you, we will refund all tuition fees paid directly to us for the part of the course which cannot be delivered in that academic year and consider if any compensation is payable to you in accordance with the ArtsEd Fees Refund and Compensation Policy.
60. **Deposits.** The Acceptance Deposit and the Overseas Deposit, if paid, will be refunded without interest less any outstanding balance of Fees.

### **Other Important Terms**

61. **Consumer rights:** This is a consumer contract. Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Student's statutory rights. If you wish to obtain independent advice you may contact the Citizens Advice Bureau.
62. **No Variation:** Save as set out in these Terms and Conditions, no variation of these Terms and Conditions shall be effective unless it is in writing and signed by you and ArtsEd.
63. **Enforcement:** No failure or delay by you or ArtsEd to enact any provision of these Terms and Conditions shall constitute a waiver of any provision and will not prevent you or ArtsEd from enforcing that provision at a later date.
64. **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. In the event of inconsistencies between these Terms and Conditions and any other contractual information provided to you, these Terms and Conditions shall prevail. Headings, unless required to make sense of the immediate

context, are for ease of reading only and are not otherwise part of these Terms and Conditions.

65. **Third party rights:** Only you and ArtsEd are parties to this contract. No third party is a party to this contract and shall not have any rights to enforce any term of it.
66. **Jurisdiction:** This contract was made at ArtsEd and it, together with each matter relating to the provision of educational services by ArtsEd, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

## **ANNEX A**

List of courses:

### HIGHER EDUCATION

BA (Hons) Musical Theatre

BA (Hons) Acting

MA Acting

### FURTHER EDUCATION – **DaDA students only:**

Trinity College London Level 6 Diploma in Professional Musical Theatre

Trinity College London Level 6 Diploma in Professional Acting

### FULL-TIME FOUNDATION COURSES

Foundation in Musical Theatre

Foundation in Acting