

Rambert School of Ballet & Contemporary Dance:

MA PROFESSIONAL DANCE PERFORMANCE TERMS AND CONDITIONS (NEW ENTRANTS FROM July 2018)

This document sets out the terms and conditions between the Rambert School of Ballet & Contemporary Dance (“Rambert School”¹) 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, Rambert School 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 professional dance and allied worlds. Please read the Offer Agreement: ‘Role and Obligations of the Student’ (Appendix 1 to these Course Terms and Conditions) 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 Rambert School.
- 1.2 Rambert School is one of eight legally autonomous institutions which form part of the Conservatoire for Dance and Drama (“CDD”). CDD is a legally autonomous institution which is accountable to the Higher Education Funding Council for England for the use of public funding by its affiliate institutions for the provision of higher education. You will be registered with both Rambert School and CDD. Degrees and other higher education qualifications to which courses offered by Rambert School are validated by the University of Kent. By agreeing to these terms and conditions, you also agree to abide not only by the Rambert School’s regulations, policies and procedures, including Appendix 1 ‘Role and Obligations of the Student’, but also by any regulations, policies and procedures established by CDD and the University of Kent which are applicable to your studies at Rambert School, as summarised in these terms and conditions.
- 1.3 Students on the MA Professional Dance Performance programme are registered with Rambert School and CDD. Ballet Rambert Ltd (referred to as “Rambert Company” in this document) is a partner in the delivery and administration of the programme. Registered students on the MA Professional Dance Performance will as part of the programme be members of the ‘Rambert2 Company’, based with Rambert Company, for the duration of their course, unless their registration with Rambert School and CDD is terminated prior to completion of the course (see Section 2.5, below).

2. Our contract with you

- 2.1 These terms and conditions govern the relationship between you and Rambert School for the MA Professional Dance Performance programme 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 the MA Professional Dance Performance programme 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 Rambert School on the basis of the terms and conditions set out in your offer

¹ Note: the school short name can be used throughout the remainder of the document. Highlighted sections of the text will require attention from schools but please refer to the covering note, section two, for further guidance.

letter, the terms and conditions set out in this document, and the terms and conditions set out in:

- 2.2.1 Appendix 1 to these Terms and Conditions Offer Agreement: 'Role and Obligations of the Student';
- 2.2.2 Regulations and policies as provided in the Rambert School MA Professional Dance Performance Student Handbook and appendices (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- 2.2.3 The Rambert School Student Complaints Procedure (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- 2.2.4 The summary course document, which is available at <https://www.rambertschool.org.uk/courses/ma-degree-rambert2/>
- 2.2.5 The Rambert School Fitness to Train policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- 2.2.6 The common Conservatoire for Dance and Drama Non-Academic Misconduct Policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- 2.2.7 The Rambert School Criminal Records Policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- 2.2.8 The MA Professional Dance Performance Admissions Policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- 2.2.9 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>
- 2.2.10 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>;
- 2.2.11 The 'MA Professional Dance Performance Fees & Bursary Policy' (Appendix 2 to these Terms and Conditions) <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>
- 2.2.12 All other rules, regulations and policies which Rambert School makes for its students from time to time, or which are established by CDD and the University of Kent which are applicable to your studies on the MA Professional Dance Performance course with Rambert School, which will be published on the following websites:

Rambert School website: <https://www.rambertschool.org.uk/>

CDD website: <http://www.cdd.ac.uk/>

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

and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 16 ("Other changes to the contract").

- 2.3 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the contact address provided under condition 21.1, 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. In the event of a conflict between these terms and conditions, the regulations, policies or procedures set out in condition 2.2 which apply to your studies, and any policies or procedures of the Rambert Company which apply to your studies, these terms and conditions shall take precedence.
- 2.5 The contract may be ended by Rambert School 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 terms and conditions of Appendix 1: Offer Agreement: 'Role and Obligations of the Student' (including any rules set out in that document), and/or Rambert School Code of Conduct could result in Rambert School taking action against you under its disciplinary procedures, which could result in termination by Rambert School of your enrolment on your course and of the contract.
- 2.6 Rambert School 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 the MA Professional Dance Performance programme with Rambert School will be conditional on you complying with enrolment conditions including any conditions relating to the course fees/bursary, and enrolling at the start of your course and where required any future enrolment points, which will normally be at the start of the 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 Rambert School with a reason for your non-enrolment which is acceptable to Rambert 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 Rambert School 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 Rambert School. Failure to enrol at the start of your course in accordance with condition 3.2 will result your relationship with Rambert School, this contract, and your place on the MA Professional Dance Performance programme being terminated (which will include withdrawal of your place as a member of the Rambert2 Company), and you will need to reapply from the start to be considered for a place to study on any course at Rambert School (including the MA Professional Dance Performance) in a future year.

4. Your obligations

- 4.1 In enrolling on the MA Professional Dance Programme as a student, you become part of the Rambert School and Rambert Company communities. 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 Judy Bowden – judy.bowden@rambertschool.org.uk or via accessing <https://www.rambertschool.org.uk/courses/ma-degree-policies-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 Appendix 1 Offer Agreement: 'Role and Obligations of the Student'.

4.2 As a student on the MA Professional Dance Performance, your obligations to Rambert School are set out in Appendix 1 Offer Agreement: 'The Role and Obligations of the Student', and additionally are to:

4.2.1 Adhere to the terms and conditions of your bursary for the MA Professional Dance Performance;

4.2.2 Pay any additional costs and required fees when due as set out in Appendix 1 Offer Agreement: 'The Role and Obligations of the Student' and in the offer letter. If you cease to be a student of Rambert School, because for example you withdraw from your course or Rambert School terminates your enrolment, for example due to a breach of this contract (for example, as a result of non-academic misconduct), you may still be liable for any outstanding costs that you owe to Rambert School in association with being a student on the MA Professional Dance Performance course. (see condition 8 below).

4.2.3 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the Programme rules and regulations established by Rambert School and Rambert Company for the use of resources and facilities as set out in Appendix 1 Offer Agreement: 'Role and Obligations of the Student'.

4.2.4 Participate actively in your training, including meeting the Programme'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, in accordance with Appendix 1 Offer Agreement: 'Role and Obligations of the Student'.

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

4.2.6 Familiarise yourself with and comply with the relevant Regulations of the University of Kent, the MA Professional Dance Performance terms and conditions, the rules set out in Appendix 1 Offer Agreement: 'Role and Obligations of the Student', 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 Rambert School.

5. **Our obligations to you**

5.1 The obligations of Rambert School 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 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 Programme and terminate this contract and your enrolment as a student at any time by giving written notice to Rambert School, by sending an email or letter to the address set out in condition 21.2 below. Any such withdrawal will take effect when the named contact at Rambert School receives the communication from you.
- 6.2 Rambert School may terminate this contract and your registration if, in accordance with these terms and conditions and Rambert School's appropriate regulation, policy or procedure (including the rules set out in Appendix 1 Offer Agreement: 'Role and Obligations of the Student'):
- 6.2.1 you breach the MA Professional Dance Performance Fees & Bursary Policy (Appendix 2) <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>
 - 6.2.2 you fail to disclose relevant information to Rambert School (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course;
 - 6.2.3 your student status is terminated, for example through its Non-academic Misconduct procedures, or (in the case of an international student requiring immigration permission to enter or remain in the United Kingdom) if Rambert School removes its sponsorship from your visa; and/or
 - 6.2.4 you materially breach any of the terms and conditions of the contract (including Appendix 1 Offer Agreement: 'The Role and Obligations of the Student': 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 Appendix 1 Offer Agreement: 'The Role and Obligations of the Student');
- 6.3 If the contract and your enrolment have been terminated, your obligations to reimburse part or all of your bursary will be in accordance with the MA Professional Dance Performance Fees & Bursary Policy (Appendix 2) <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>
- 6.4 On termination of the contract and your enrolment, you must return your door pass and any other property owned by Rambert School and/or Rambert Company to the Kathryn Peters at Rambert School, Clifton Lodge, St. Margarets Drive, Twickenham, TW1 1QN, and Grace Hopkins at Rambert Company, 99 Upper Ground, Lambeth, London SE1 9PP

7. **Intermission of studies**

- 7.1 Intermission of studies on the MA Professional Dance Performance will normally be permitted in exceptional or unforeseen circumstances only. Students should contact Phaedra Petsilas (Head of Studies) at Rambert School on phaedra.petsilas@rambertschool.org.uk to discuss any support needs they may have. Where intermission is exceptionally granted (e.g. as a reasonable adjustment under the Equality Act (2010)), the student will normally only be permitted to re-join the programme at the next date of enrolment, as determined by Rambert School. In the case of intermissions of more than one consecutive year, approval shall also be required from the Dean of the relevant Faculty of the University of Kent. All periods of intermission count towards the maximum period of time for the completion of your programme.
- 7.2 Rambert School, in consultation with Rambert Company may, on occasion and in line with relevant Regulations of the University of Kent require you to suspend your studies if they determine that you are not able for any reason to participate in the course, for example, but

not limited to, in accordance with the School Fitness to Train policy/Conservatoire Support Through Studies policy.

- 7.3 During any period of intermission or suspension of your studies, Rambert School together with Rambert Company may make adjustments to your course, in line with the terms outlined in conditions 16 and 17. You will be consulted as soon as Rambert School 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. Please see Appendix 2 MA Professional Dance Performance Fees & Bursary Policy <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>

8. **Bursary, Fees and Costs**

- 8.1 The key conditions relating to the Course Fees, bursary arrangements and additional costs are set out in the MA Professional Dance Performance Fees & Bursary Policy (Appendix 2 to these Terms and Conditions). You should consult the MA Professional Dance Performance Fees & Bursary Policy (Appendix 2) for full information on fees and debts.
- 8.2 It is important that you read the MA Professional Dance Performance Fees & Bursary Policy (Appendix 2) carefully as this sets out Rambert School's and your respective rights and obligations including but not limited to circumstances in which sums paid to Rambert School will be refunded. It also sets out the potential consequences if you fail to make payment, which includes Rambert School'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 Rambert School taking legal action against you to recover outstanding amounts.
- 8.3 The MA Professional Dance Performance Fees & Bursary Policy (Appendix 2) covers the following:
- 8.3.1 Bursary, Fees and Costs
 - 8.3.2 What the Bursary covers/is intended to cover
 - 8.3.3 Deposits
 - 8.3.4 How your bursary is distributed
 - 8.3.5 Course Tuition Fees
 - 8.3.6 Your liability
 - 8.3.7 Cancellation of the MA Professional Dance Performance Contract ('MA Professional Dance Performance Terms and Conditions' i.e. this contract)
 - 8.3.8 Change in registration / withdrawal / intermission from the Course
 - 8.3.9 Debts and re-enrolment following intermission
 - 8.3.10 Variations to terms for individual students
 - 8.3.11 Further information.

9. **Risk of Injury and Health Insurance**

- 9.1 In operating the MA Professional Dance Performance course Rambert School, together with Rambert Company, 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, Rambert School 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 MA Professional Dance Performance Offer Agreement (Appendix 1 to these Terms and Conditions), which outlines Rambert School's expectations and requirements of students on this programme, including whether based in Rambert School, in Rambert Company, or on tour . 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 the MA Professional Dance Performance and its 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.
- 9.4 Most non-EEA (non-European Economic Area) nationals applying for a UK visa will have to pay an Immigration Health Surcharge (IHS) to allow them to access NHS health care. If you are an EEA national you will be entitled to use the NHS by showing that you have a European Health Insurance Card (EHIC). This must be obtained from your home country. The UK has a health care system which is paid for through workers' taxes (known as the NHS). All UK nationals and most residents have equal access to the NHS without being charged each time they visit a doctor or hospital. The immigration health surcharge has been introduced to help fund the NHS, and will give migrants the same access to the NHS as UK citizens. For UK nationals health care can be obtained free of charge from the NHS but waiting times for treatment are unpredictable and may result in disruption to and interruption of your studies. Long periods of absence may result in you being unable to complete the course.

10. **Personal equipment and other property**

- 10.1 Rambert School can accept no responsibility for loss or damage to your equipment or other property which is incurred at Rambert School, Rambert Company 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 Rambert School or Rambert programme during your course.

12. **Criminal convictions**

As you will be working with young people and in schools, as part of finalising your application process, Rambert School requires an enhanced Disclosure and Barring Service (DBS) check to be undertaken. Resulting information from a check concerning relevant unspent criminal convictions will be assessed in accordance with the Rambert School Criminal Records Policy <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/> so that the School may assess whether it is appropriate to permit an individual to join the Rambert School community. Rambert School will consider whether any unspent criminal convictions or related information are compatible with you taking up your place or continuing on your course. In the event that you do not complete the programme within the expected timeframe, you may be required to make a similar disclosure each year you re-enrol.

13. **Data Protection**

13.1 Rambert School and CDD (each a “Controller”) collect, hold and otherwise process “personal data” (which may include “sensitive personal data” as defined by the Data Protection Act 1998 or “special category personal data” as defined by the General Data Protection Regulation) about applicants and students of Rambert School 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.

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 Higher Education Funding Council) 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 (<https://www.rambertschool.org.uk/wp-content/uploads/2017/10/Rambert-School-Student-Data-Protection-Policy.pdf> and <http://www.cdd.ac.uk/about-us/how-we-work/resources-and-policies/>)

13.3 Please note that by providing your personal information to each Controller, you are providing your consent to the processing of that personal information by that Controller 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**

Rambert School has policies on safeguarding children and vulnerable adults, and on communication with parents for students who are under 18 years of age or in a vulnerable position. Further information about the policies can be found at <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>.

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, Rambert School will deliver courses as set out in the course summary document referred to in condition 2.2.4. However, you should note that the structure of the MA Professional Dance Performance course 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 Rambert School 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, Rambert School 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, Rambert School will not be in breach of the contract.

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

16.1 If it reasonably considers it to be necessary, Rambert School may make reasonable changes to the content, syllabus, mode of delivery and/or timetable of courses set out in course summary document which:

16.1.1 are not material to the overall learning outcomes of the course (for example, moving the timing of a particular module or project within the year, or a change in the staff delivering the module or project);

- 16.1.2 will benefit your or other student's training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
 - 16.1.3 are caused by matters outside our control (as set out in condition 18); and/or
 - 16.1.4 are in order to comply with changes in the law and/or the instructions of the Rambert School's or CDD's regulators (such as the Higher Education Funding Council for England), a validating university, and/or professional body.
- 16.2 Rambert School 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 Rambert School'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 Rambert School changes the course significantly:
- 16.4.1 Rambert School 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 Rambert School of this intention;
 - 16.4.3 If you withdraw from the course for reasons pertaining to a significant change in the course, Rambert School may (if reasonable to do so), waive outstanding course fees and/or refund deposits paid (albeit please note that, if reasonable, the waiving of any fees or costs owed to Rambert School and/or any refunds may be calculated on a pro rata basis) and
 - 16.4.4 where reasonably practicable, Rambert School will offer you a place on a course which Rambert School deems a suitable alternative.
- 16.5 In the unlikely event that Rambert School discontinues, suspends and/or does not provide a course, 'in consultation with the validating university':
- 16.5.1 Rambert School 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 Rambert School 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, Rambert School will offer you a place on a course which Rambert School deems a suitable alternative.
17. **Other changes to the contract**
- 17.1 Rambert School 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 Rambert School 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 Rambert School and/or CDD by their regulators (eg the Higher Education Funding Council for England) and/or professional bodies; and/or
 - 17.1.5 in the event of changes in Rambert School's validation arrangements, 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 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 Rambert School 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 Rambert School has formally confirmed your acceptance of an offer of a place on the MA Professional Dance Performance course, you may do so using the Complaints Procedure (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>). The Rambert School Complaints Procedure outlines the roles and responsibilities of Rambert School, the University of Kent and CDD in relation to your complaint 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. **Admission to another course of study with Rambert School**

- 20.1 Successful completion of the MA Professional Dance Performance course does not guarantee admission to any other course of study with Rambert School. Similarly, successful completion of any other course of study with Rambert School, whether undergraduate or postgraduate, does not guarantee admission to the MA Professional Dance Performance course. Admission onto the MA Professional Dance Performance, or onto any other course of study with Rambert School, is offered in accordance with the published procedure for admission for each programme.

21. **Notices**

- 21.1 If you have any questions about the contract or any of these terms and conditions, please contact Grace Hopkins at Rambert Company
- 21.2 In the event that you need to contact Rambert School please send your communication by email or in writing to Judy Bowden judy.bowden@rambertschool.org.uk
- 21.3 If Rambert School 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 Head of Admissions, Registry and Student Support, Judy Bowden. It is your responsibility to ensure that the contact email address and postal address that Rambert School hold for you on file are current.

22. **Your right to cancel**

- 22.1 When we confirm your place on the MA Professional Dance Performance course with Rambert School, a legal contract is formed with Rambert School (as explained in condition 2). For the avoidance of doubt, your place on the MA Professional Dance Performance course with Rambert School is only confirmed when you receive, in response to your acceptance of Rambert School's offer, an email from Rambert School confirming that you have been accepted onto a course.
- 22.2 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason.
- 22.3 The cancellation period will expire after 14 days from the day of the conclusion of this contract.
- 22.4 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 Judy Bowden, Rambert School Clifton Lodge St. Margarets Drive

Twickenham TW1 1 QN judy.bowden@rambertschool.org.uk You may use the attached model cancellation form (Appendix 3), but it is not obligatory.

- 22.5 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.
- 22.6 If you cancel this contract within the 14 day cancellation period and are in receipt of part or all of the bursary for the MA Professional Dance Performance, you are required to reimburse Rambert School the amount of bursary received.
- 22.7 If you requested to begin the performance of services during the cancellation period, you shall reimburse the amount of the bursary which is in proportion to what has not yet been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract. (See also Appendix 2: MA Professional Dance Performance Fees & Bursary Policy' <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>)
23. **Other important terms**
- 23.1 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 Offer Agreement: 'Role and Obligations of the Student'

Rambert School seeks to maintain an environment which is safe and conducive for all members, whether students or staff, and which supports the wellbeing of all such individuals, as well as fostering the professional development of all students. Rambert School therefore expects all students to maintain good conduct at all times whilst on School premises, or engaged in any programme-related activities, including in external environments and outside performances. Students must comply with instructions given by the School, and by Rambert Company on behalf of the School. These rules apply during and outside term-time, throughout the whole of your registration as a student with the School and the Conservatoire for Dance and Drama.

Rambert School student responsibilities:

As a student of Rambert School and as outlined in Section 2.2 of the MA Professional Dance Performance Terms and Conditions, you will need to adhere to the following policies:

- The Conservatoire for Dance and Drama Non-Academic Misconduct Policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- The Rambert School Fitness to Train policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- The Rambert School Criminal Records Policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- The 'MA Professional Dance Performance Fees & Bursary Policy' (Appendix 2 to these Terms and Conditions) <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>
- The Rambert School Student Complaints Procedure (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- The MA Professional Dance Performance Admissions Policy (<https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>);
- 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>);
- The Rambert School Social Media Policy: (<https://www.rambertschool.org.uk/wp-content/uploads/2018/05/Rambert-School-Social-Media-Policy.pdf>);
- All other rules, regulations and policies which Rambert School makes for its students from time to time, or which are established by CDD and the University of Kent which are applicable to your studies on the MA Professional Dance Performance course with Rambert School, which will be published on the following websites:
 - Rambert School website: <https://www.rambertschool.org.uk/>
 - CDD website: <http://www.cdd.ac.uk/>
 - University of Kent website: <https://www.kent.ac.uk/>

Students should contact Rambert School in the first instance if they have any queries about any of the above policies.

Rambert2 dancer responsibilities:

General

- To perform the company's repertoire to the highest possible standard.
- To maintain the high level of dancing skills and fitness necessary for the performance of the repertoire; continually to develop these, taking responsibility for your own artistic and professional development and through the working routine of company class, participating actively in rehearsals, workshops and performances.
- To adhere to the company's schedule and be both be punctual and flexible.
- To act in a manner considerate of and responsive to colleagues. To liaise closely with all staff members of Rambert, as required, supporting others wherever necessary.
- To attend events and performances as required, as a representative and advocate of the company.

Rehearsal and performance

- To engage with the choreographer's artistic vision by offering physical proposals where appropriate.
- To follow direction, interpret and embody the requests and suggestions of the Artistic Director, Rehearsal Directors and Rehearsal Assistants.
- To prepare fully and appropriately for all rehearsals and performances.
- To attend all company classes and be an active participant.
- To perform with the authority, accuracy and clarity necessary to communicate successfully with audiences.
- To adhere to all meeting times and to regularly consult the tour book/daily schedule to check for updates and changes.

Workshops and teaching

- With your colleagues, to contribute to the company's education outreach programme, leading workshops, demonstrating repertoire, creating short works and answering questions.
- To undertake training in the delivery of this outreach programme.

Other

- To behave responsibly and in a way that promotes the good reputation of Rambert.
- To respect the confidentiality of those with whom Rambert works, its artists and other staff.
- To act as an ambassador or spokesperson for Rambert as required.
- To take responsibility regarding nutritional needs, rest and healthy lifestyle.
- At all times to carry out responsibilities with regard to equal opportunities, diversity in the delivery of services and the treatment of others.
- To consult with Rehearsal Directors/Artistic Director in ensuring that any work does not impact Rambert2 obligations, and accept that in these matters the decision of the Artistic Director is final.
- To adhere to Rambert's policies and procedures at all times.

Appendix 2 MA Professional Dance Performance Fees & Bursary Policy

MA Professional Dance Performance Fees and Bursary Policy

24. Bursary, Fees and Costs

24.1 This section sets out key terms and conditions relating to the MA Professional Dance Performance bursary arrangements. This Policy accompanies the 'MA Professional Dance Performance Terms and Conditions for New Entrants from July 2018'.

24.2 It is important that you read this Policy carefully as this sets out Rambert School's and your respective rights and obligations including but not limited to circumstances in which you will reimburse to Rambert School sums paid to you by Rambert School. It also sets out the potential consequences if you fail to complete the MA Professional Dance Performance course, which includes Rambert School's ability to terminate your registration and this contract, and/or to withhold awards. In addition, non-payment of required fees, costs and/or charges that you owe to Rambert School could result in Rambert School taking legal action against you to recover outstanding amounts.

25. What the bursary covers/is intended to cover

25.1 The Course Fees received by Rambert School that are covered by your bursary do not include some personal materials, such as practice clothes/kit and books. The remainder of the bursary is intended to assist students in covering costs associated with being a student on the MA Professional Dance Performance course, such as the remaining Course Fees, course materials, learning resources and assessment costs, though this is at the discretion of the recipient student. You will be expected to bear the cost of these from the amount of bursary you receive.

25.2 Additional funding, unrelated to the MA Professional Dance Performance bursary, may be available. For further information you should visit www.gov.uk/funding-for-postgraduate-study; please note that there may be deadlines to apply for any such funding.

25.3 The bursary is not intended to cover additional costs incurred by required travel for tours outside of London. When on tour outside of London, you will receive daily living expenses (per diems), and your travel and accommodation will be provided.

26. How your bursary is distributed

26.1 The first instalment of the MA Professional Dance Performance bursary becomes payable on enrolment at the start of your course.

26.2 The total bursary amount is: £16.500, of which £1500 will be retained by Rambert School to cover 50% of the course tuition fees, and the remainder of the bursary, £15.000 will be received by you.

26.3 The schedule of instalments of your bursary is as follows:

Instalment 1	16 July 2018:	£5000
	(Enrolment on the course)	

Instalment 2	16 November 2018:	£5000
Instalment 3	15 March 2019:	£5000

27. **Course Tuition Fees**

- 27.1 The full Course Tuition Fee amount for the MA Professional Dance Performance course is £3000. As explained above, 50% (£1500) of this amount is automatically covered by your bursary. You are liable for the remaining 50% of the Course Tuition Fees (£1500). You may, should you choose, use part of your allocated bursary allowance that you will receive to cover the outstanding amount, however you are not obliged to use the remaining bursary amount to cover these fees and may pay them by alternative means.
- 27.2 The full Course Tuition Fees are due by the date stated in your Offer Letter. Should you wish to use part of your bursary to cover the outstanding fees, you should contact Rambert School using the contact details provided in your Offer Letter.

28. **Your liability**

- 28.1 It is your responsibility to cover any course-related fees², costs or and/or charges you may owe Rambert School.
- 28.2 It is your responsibility to ensure that all deposits, tuition and other fees and charges payable to Rambert School are paid when due. Your offer letter will state the amount of tuition fees that you will be required to pay. Where it is agreed that fees may be paid in instalments, these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of Rambert School 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 your Offer Letter.
- 28.3 Please note that in relation to any required course-related fees, costs or charges, and/or other costs/charges you may owe Rambert School, if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment until Rambert School has received cleared funds.
- 28.4 If you do not pay course fees in accordance with these terms, Rambert School 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 Rambert School in accordance with these Bursary Terms and Conditions. If you cease to be a student of Rambert School because for example you withdraw or Rambert School 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.
- 28.5 If you cease to be a student of Rambert School, because for example you withdraw or Rambert School terminates your registration, you will still be liable for any course-related fees, costs or charges, and/or other costs/charges which are outstanding, in accordance with these Bursary Terms and Conditions.

² This may include the 50% remainder of tuition fees, which will be covered by your Bursary, in accordance with the terms set out in 3.2 of these Bursary Terms and Conditions.

29. **Cancellation of the MA Professional Dance Performance Contract ('MA Professional Dance Performance Terms and Conditions')**

29.1 If you cancel your contract within the 14 day cancellation period and are in receipt of part or all of the bursary for the MA Professional Dance Performance, you are required to reimburse Rambert School the amount of bursary received.

29.2 If you requested to begin the performance of services during the cancellation period, you shall reimburse the amount of the bursary which is in proportion to what has not yet been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

29.3 Please see the 'MA Professional Dance Performance Terms and Conditions New Entrants from July 2018' <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/> for full details and for instructions regarding how to cancel your contract.

30. **Change in Registration / Withdrawal / Intermission from the course**

30.1 Rambert School reserves the right to vary the terms of the instalment schedule as necessary in the event of a change in the registration status of any student on the MA Professional Dance Performance course, including in the event of a student withdrawing from the course, intermitting their studies, or having their registration with Rambert School and the CDD terminated in accordance with section 6 of the MA Professional Dance Performance Terms and Conditions ('Termination of Contract and Enrolment' <https://www.rambertschool.org.uk/courses/ma-degree-policies-procedures/>).

30.2 Where you choose to leave the course or intermit on your course during the academic session, your account with Rambert School will be re-calculated accordingly and the School may require you to repay some or all of your bursary, in accordance with the schedule in the table below in Section 6.3 of this policy. You will have no claim to a refund for fees or other costs received by Rambert School from your bursary for any period for which you are registered during that session, or to any other fees/costs/charges incurred as a result of being a registered student on the MA Professional Dance Performance course.

30.3 Where you choose to withdraw from the course before completion of the programme, any future scheduled bursary instalments will normally be stopped and you shall not be entitled to receive any of these.

30.4 Where you intermit your studies, any future scheduled bursary instalments will be reviewed and the School shall determine whether any adjustment is required to the schedule (which may include the repayment of an instalment where appropriate). Students on the MA Professional Dance Performance course shall not be entitled to receive bursary instalments whilst their studies are intermitted or suspended.

30.5 For students who withdraw whilst a student on the MA Professional Dance Performance, any subsequent scheduled bursary payments will not be made following the withdrawal.

30.6 Where you choose to leave the course or intermit on your course during the academic session, your account with Rambert School will be re-calculated accordingly and the School may require you to repay some or all of your bursary, in accordance with the schedule in the table above. You will have no claim to a refund for fees or other costs received by Rambert School from your bursary for any period for which you are registered during that session, or to any other fees/costs/charges incurred as a result of being a registered student on the MA Professional Dance Performance course.

30.7 Changes to the bursary instalment schedule (including where you may be required to reimburse Rambert School following withdrawal/suspension/intermission of your studies on the course) will be calculated based upon the date Rambert School is formally informed of the change in registration.

30.8 For more details on the formal procedures for withdrawal or intermission please contact Judy Bowden at Rambert School judy.bowden@rambertschool.org.uk

31. **Debts and re-enrolment following intermission**

31.1 If you do not meet any additional required fees, costs and/or charges in accordance with these terms, Rambert School reserves the right to suspend or withdraw you from the course and/or to withhold awards until any debt owed to Rambert School is paid or cancelled.

31.2 Students on the MA Professional Dance Performance course may not be able to graduate if they owe any outstanding fees/costs/charges to Rambert School.

32. **Variations to terms for individual students**

32.1 Variations to these terms, including variations to instalment plans and arrangements or decisions in relation to student debts and student hardship, must be formally negotiated in writing by the student or her/his nominated officer.

33. **Further information**

If you have any questions regarding funding or fee payment, please contact Grace Hopkins at Rambert Company grace.hopkins@rambert.org.uk

Appendix 3 Model Cancellation Form

To Judy Bowden, Rambert School Clifton Lodge St. Margaret's Drive Twickenham TW1 1QN
judy.bowden@rambertschool.org.uk

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: