

Rambert School of Ballet & Contemporary Dance:

MA DANCE RESEARCH FOR PROFESSIONAL PRACTITIONERS TERMS AND CONDITIONS (NEW ENTRANTS FROM October 2020)

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 Rambert School is one of six legally autonomous institutions which form part of the Conservatoire for Dance and Drama (‘the Conservatoire’ or ‘CDD’). The Conservatoire is a legally autonomous institution which is accountable to the Office for Students for the use of public funding by its affiliate institutions for the provision of higher education. As a student on the MA Dance Research for Professional Practitioners, you will be registered with both with Rambert School and the Conservatoire for Dance and Drama. Degrees and other higher education qualifications 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, 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.
- 1.2 As a Conservatoire school, Rambert School may have rules and regulations that are different from other institutions. These rules and regulations form part of the terms and conditions of your contract with Rambert School and the Conservatoire.

2. Our contract with you

- 2.1 These terms and conditions govern the relationship between you, Rambert School and the Conservatoire for the MA Dance Research for Professional Practitioners 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 Dance Research for Professional Practitioners 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, Rambert School and the Conservatoire on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document, and the terms and conditions set out in:

- 2.2.1 Appendix 1 to these Terms and Conditions – MA in Dance Research for Professional Practitioners Fees Policy;
- 2.2.2 Regulations and Policies as provided in the Rambert School MA Dance Research for Professional Practitioners Student Handbook and appendices <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners>
- 2.2.3 The Conservatoire Student Complaints Procedure: <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.4 The course summary document, which is available at <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners>
- 2.2.5 The Conservatoire Emergency Powers of Exclusion and Suspension <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.6 The Conservatoire Support Through Studies Policy: <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.7 The Conservatoire Non-Academic Misconduct Policy: <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.8 The Conservatoire Policy on Sexual Misconduct, Harassment and Related Behaviours: <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.9 The Conservatoire Code of Behaviour: <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.10 The Rambert School Code of Conduct: <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners>
- 2.2.11 The Conservatoire Refunds and Compensation Policy: <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.12 The Conservatoire Criminal Records Policy: <http://www.cdd.ac.uk/policies/student-related-policies/>;
- 2.2.11 The MA Dance Research for Professional Practitioners Admissions Policy: <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners>

- 2.2.12 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>;
- 2.2.13 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>;
- 2.2.14 The [Student Protection Plan](#) of the Conservatoire;
- 2.2.15 The 'MA Dance Research for Professional Practitioners Fees Policy' (Appendix 1 to these Terms and Conditions):
<https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners>
- 2.2.16 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 Dance Research for Professional Practitioners course with Rambert School, which will be published on the following websites:

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

The Conservatoire for Dance and Drama 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 17 ("Other changes to the contract").

- 2.3 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the contact address provided under condition 21.1, below.
- 2.4 In the event of a conflict between these terms and conditions and the academic regulations, policies and/or procedures of the University of Kent which apply to your studies, the academic regulations, policies or procedures of the University of Kent shall take precedence. In the event of a conflict between these terms and conditions and any other regulations, policies or procedures set out in condition 2.2 which apply to your studies, these terms and conditions shall take precedence.
- 2.5 The contract may be ended by Rambert School and the Conservatoire, and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified in condition 2.2, above. For example, failure to comply with the Rambert School Code of Conduct or Conservatoire Code of Behaviour could result in Rambert School and the Conservatoire taking action against you under the Non-Academic Misconduct Policy, which could result in termination by Rambert School and the Conservatoire 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 Dance Research for Professional Practitioners programme will be conditional on you complying with enrolment conditions including any conditions relating to the programme fees, 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 Dance Research for Professional Practitioners programme being terminated. In this event, 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 Dance Research for Professional Practitioners) in a future year.

4. Your obligations

- 4.1 In enrolling on the MA Dance Research for Professional Practitioners as a student, you become part of the Rambert School community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at condition 2 above, copies of which can be obtained from Judy Bowden – judy.bowden@rambertschool.org.uk, or accessed online via the following link: <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners>. 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.
- 4.2 As a student on the MA Dance Research for Professional Practitioners, your obligations to the Conservatoire and the relevant Member School are to:
- 4.2.1 Pay your programme fees, additional costs and other required fees when due as set out in the MA Dance Research for Professional Practitioners Fees Policy and in the offer letter. If you cease to be a student of Rambert School and the Conservatoire, because for example you withdraw from your course or the Conservatoire

terminates your enrolment, for example due to non-payment of fees, you may still be liable for any outstanding fees. (see condition 8 below).

- 4.2.2 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by Rambert School for the use of resources and facilities as set out in the Conservatoire and School Codes of Conduct.
- 4.2.3 Participate actively in your programme of study, including meeting the 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 studies of other students.
- 4.2.4 Meet assessment deadlines and related assessment requirements.
- 4.2.5 Familiarise yourself with and comply with the relevant Regulations of the validating university, the Conservatoire and School Codes of Conduct and all other rules and regulations, policies and procedures listed as condition 2.2 above which govern the operation of your programme and your relationship with the Conservatoire and relevant Member School.

5. Our obligations to you

5.1 The obligations of Rambert School and the Conservatoire to you are:

- 5.1.1 To 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. The date of any such withdrawal will take effect when the named contact at Rambert School receives the communication from you.

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

- 6.2.1 you breach the MA Dance Research for Professional Practitioners Fees Policy (Appendix 1 to these Terms and Conditions), which can be found at:

<https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners>

- 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 the procedures under the [Conservatoire's Non-Academic Misconduct Policy](#), 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.
- 6.3 On termination of the contract and your enrolment, you must return your door pass and any other property owned by Rambert School to:

Kathryn Peters at Rambert School,

Clifton Lodge, St. Margarets Drive, Twickenham, TW1 1QN

7. Intermission of studies

- 7.1 You may be permitted to intermit your studies with permission from Rambert School. Depending on its length, approval may be required from the University of Kent before a period of intermission can be granted. All periods of intermission count towards the maximum period of time for the completion of your programme. 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.
- 7.2 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.
- 7.3 Rambert School, 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 Conservatoire [Support Through Studies policy](#).
- 7.4 During any period of intermission or suspension of your studies, Rambert School 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.
- 7.5 If your enrolment is interrupted or terminated for whatever reason, this may affect any bursary or scholarship awarded to you.

8. Fees and Costs

- 8.1 The key conditions relating to the Programme fees and additional costs are set out in the MA Dance Research for Professional Practitioners Fees Policy (Appendix 1 to these Terms and Conditions). You should consult the MA Dance Research for Professional Practitioners Fees Policy (Appendix 1) for full information on fees and debts.
- 8.2 It is important that you read the MA Dance Research for Professional Practitioners Fees Policy (Appendix 1) carefully as this sets out the respective rights and obligations of you, Rambert School and the Conservatoire including, but not limited to, circumstances in which sums paid to Rambert School and/or the Conservatoire will be refunded. It also sets out the potential consequences if you fail to make payment, which includes Rambert School and the Conservatoire'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 and/or the Conservatoire taking legal action against you to recover outstanding amounts.
- 8.3 We may require you to pay a deposit to confirm the offer of a place on a programme of study. Programme fee deposits are not normally refundable.
- 8.4 Course fees for each year become payable on enrolment and at re-enrolment each year. Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in the Rambert School's Fees Policy and Course Summary Document. <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners/>
- 8.5 Course fees do not include some personal materials, such as kit and books.
- 8.6 For postgraduate students who are new entrants to a course in in 2020/21, or new entrants to a course in subsequent years, the course fee confirmed in your offer letter may be increased in subsequent years by an amount that would not exceed an inflationary amount determined in accordance with measures set by Government (currently the Office for Budget Responsibility forecast for RPI-X, being the retail price index, excluding mortgage interest payments). Any such increase would also be in accordance with the MA Dance Research for Professional Practitioners Fees Policy (see **Appendix 1** of these Terms and Conditions).
- 8.7 It is your responsibility to ensure that all deposits, tuition and other fees and charges payable to Rambert School and/or the Conservatoire 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 Rambert School to a different schedule of instalments, programme fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the MA Dance Research for Professional Practitioners Fees Policy (see **Appendix 1** of these Terms and Conditions).

- 8.8 Please note that if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment until Rambert School has received cleared funds.
- 8.9 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 the MA Dance Research for Professional Practitioners Fees Policy. If you cease to be a student of Rambert School, because for example you withdraw or Rambert School and/or the Conservatoire 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 (see **Appendix 1** of these Terms and Conditions).

9. Risk of Injury and Health Insurance

- 9.1 In operating the MA Dance Research for Professional Practitioners programme, Rambert School 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 Conservatoire and School Codes of Conduct. The Conservatoire Code of Behaviour can be found on the Conservatoire website at <http://www.cdd.ac.uk/policies/student-related-policies/>. 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 Most¹ 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 (known throughout as EU workers' NHS). All UK tax 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.

¹ Please note that these Terms and Conditions were drafted whilst the UK was a confirmed member of the EU. We accept no liability for information in these terms and conditions relating to the status of EU/EEA students that is correct whilst the UK is/was a member of the EU which subsequently change or cease to apply. Due to the uncertainties over Brexit, we undertake to ensure that such information is correct at the time of publication, and acknowledge that the status of EU/EEA students may be subject to change in the event that the UK leaves the EU. Please see the following government published information for further guidance: <https://www.gov.uk/settled-status-eu-citizens-families/what-settled-and-presettled-status-means>

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 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, trademarks, 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 Records

12.1 Rambert School and the Conservatoire have a responsibility to provide a secure, safe environment for staff, students, visitors and others, and must balance this alongside any legal requirements, such as those to protect vulnerable individuals.

12.2 Having a criminal record is not a bar to studying with Rambert School, and the School welcomes applications from all individuals. Applicants should note that the MA Dance Research for Professional Practitioners programme does not include any module that involves regulated activity² which will require students, once they have registered on the programme, to undertake an enhanced DBS check in order to confirm that this regulated activity can be undertaken. In certain cases whilst not preventing an individual from training with Rambert School, a criminal record disclosed by an enhanced DBS check may preclude them from undertaking such regulated activity.

12.3 Neither Rambert School nor the Conservatoire will request that any applicant to, or student of, the MA Dance Research for Professional Practitioners undergo an enhanced DBS check as a programme requirement. Applicants should not disclose any criminal record details in the course of the application and admissions process; convictions which are deemed spent under the terms of the Rehabilitation of Offenders Act 1974, should not be disclosed by applicants under any circumstances. However, where successful applicants become registered students of Rambert School, if they wish to undertake modules and/or placements which involve the need for an enhanced DBS check (i.e. teaching modules or modules where you are likely to be working in unsupervised environments with minors or vulnerable adults), they should be aware that spent convictions deemed as 'exceptions' under the terms of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 may be disclosed.

12.4 Rambert School and the Conservatoire will process any information relating to a criminal record in line with the Conservatoire for Dance and Drama's Criminal Records Policy, which

²https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/550197/Regulated_activity_in_relation_to_children.pdf

is published on the Conservatoire's website at <http://www.cdd.ac.uk/policies/student-related-policies/>.

12.5 For independent advice and support regarding criminal convictions, applicants may wish to contact the charity [UNLOCK](#) who also have the following tools and guidance:

- [The Disclosure Calculator](#) (for calculating when convictions become spent)
- ['Is it spent?' poster](#) (with information about when convictions become spent)

13. Data Protection

13.1 Rambert School and CDD (each a "Data Controller") collect, hold and other data (which may include "sensitive personal data" as defined by the Data Protection Act 2018 or "special category personal data" as defined by the General Data Protection Regulations 2018 about applicants and students of 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 Processing Data 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 Office for Students) and agencies of UK Government (eg as a condition of leave to remain in the UK). More specific details are set out in each Controller's Processing Data Statement <https://www.rambertschool.org.uk/wp-content/uploads/2017/10/Rambert-School-Student-Data-Protection-Policy.pdf> and [Conservatoire Data Processing Statement](#).

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

14.1 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.

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 and the Conservatoire's regulators (such as the Office for Students), 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 16.1 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 programme 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 programme 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 the Conservatoire by their regulators (eg the Office for Students) and/or professional bodies; and/or
 - 17.1.5 in the event of changes in 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 and the Conservatoire welcome feedback on your experience of being a student and look to make improvements where we 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 Dance Research for Professional Practitioners course, you may do so using the Conservatoire Student Complaints Procedure (<http://www.cdd.ac.uk/policies/student-related-policies/>). The Student Complaints Procedure outlines the roles and responsibilities of Rambert School, the Conservatoire and the University of Kent 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 Dance Research for Professional Practitioners 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 Dance Research for Professional Practitioners course. Admission onto the MA Dance Research for Professional Practitioners, 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 any of these terms and conditions please contact the MA Programme Director, Debbie Norris at Deborah.norris@rambertschool.org.uk

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 Dance Research for Professional Practitioners course with Rambert School, a legal contract is formed with Rambert School and the Conservatoire (as explained in condition 2). For the avoidance of doubt, your place on the MA Dance Research for Professional Practitioners 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 1QN
judy.bowden@rambertschool.org.uk

You may use the attached model cancellation form (Appendix 2) for this purpose, 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 Dance Research for Professional Practitioners, 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 1 to these Terms and Conditions**: MA Dance Research for Professional Practitioners Fees Policy' which can also be found at <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 MA Dance Research for Professional Practitioners Fees Policy

1. Fees and Costs

- 1.1 This section sets out key terms and conditions relating to fees and additional costs for the MA Dance Research for Professional Practitioners arrangements. This Policy accompanies the 'MA Dance Research for Professional Practitioners Terms and Conditions for New Entrants from September 2020'.
- 1.2 It is important that you read this Policy carefully as this sets out the rights of Rambert School and the Conservatoire, and your respective rights and obligations including but not limited to circumstances in which you will reimburse to Rambert School and/or the Conservatoire sums paid to you by Rambert School and/or the Conservatoire. It also sets out the potential consequences if you fail to complete the MA Dance Research for Professional Practitioners course, which includes Rambert School and the Conservatoire'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 and/or the Conservatoire taking legal action against you to recover outstanding amounts.
- 1.3. This Fees policy does not cover refunds and compensation under the Conservatoire for Dance and Drama [Student Protection Plan](#).
- 1.4 Postgraduate funding may be available for this programme. For information on funding you should visit www.gov.uk/funding-for-postgraduate-study; please note that there may be deadlines to apply for any such funding.

2. Course fees

- 2.1. Course fees include: tuition, course materials, learning resources and assessment costs. Course fees do not include some personal materials, such as costs relating to own research project demands, such as equipment, travel (where applicable), books.

Associated additional programme costs

- 2.2 Any associated additional costs shall be set annually by Rambert School and published in the Course Summary document which can be found at: <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners/>

3. Fee levels and increases

- 3.1. The annual levels of course fees for new students and any associated additional costs shall be set annually by Rambert School and published at: <https://www.rambertschool.org.uk/school/degrees/ma-dance-research-for-professional-practioners/>

- 3.2 For all postgraduate students who are new entrants to a course in 2020 or new entrants to a course in subsequent years, the course fee confirmed in your offer letter may be increased in subsequent years by an amount that would not exceed an inflationary amount determined in accordance with measures set by Government (see also Section 8 of the MA in Dance Research for Professional Practitioners Terms and Conditions).

4. Payment of fees

- 4.1 The full course fee for each year becomes payable on enrolment and at re- enrolment each year.
- 4.2. It is your responsibility to ensure that course and other fees and charges payable to Rambert School are paid in accordance with any agreed instalment plan. If someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment of the sums due until Rambert School has received cleared funds.
- 4.3. Course fees are due for payment in 3 instalments over the year, as shown below:
- 34% on the first day of the first term;
 - 33% on the first day of the second term, and
 - 33% on the first day of the third term.
- 4.4. Unless you have the prior written agreement of Rambert School to a different schedule of instalments, course fees must be paid in accordance with this schedule of instalments.
- 4.5. Late or non-payment may result in your removal from any instalment plan for course fees.
- 4.6. You are advised to inform Rambert School, at the earliest opportunity, of any variation to your situation which may affect the payment of course fees.

5. Course Tuition Fees and withdrawal or intermission from the course

- 5.1 The full Course Tuition Fee amount for the MA Dance Research for Professional Practitioners course is £8000 (£4000 per year).
- 5.2 The full Course Tuition Fees are due by the dates stated in your Offer Letter.
- 5.3 If you cease to be a student of Rambert School, because, for example, you withdraw or Rambert School and/or the Conservatoire terminates your registration, or if you intermit from your course, you will still be liable for any course fees and/or other charges which are outstanding.
- 5.4 Fees charged will be calculated based upon the date Rambert School is formally informed of the change in registration. For more details on the formal procedures for withdrawal or intermission please contact the Head of Admissions, Registry and Student Support.

- 5.5 For students who withdraw or intermit, an adjustment to the annual course tuition fee will be calculated in accordance with the following table:

| Withdrawal or Suspension Date | Percentage of annual course fee charged |
|--|---|
| October –November | 0% |
| 1st December – 1 st February | 33% |
| 2 nd February – 1 st May | 67% |
| 2 nd May – 17 October | 100% |

- 5.6 Students who are in receipt of course fee loan funding from the relevant funding body (Student Finance England, Student Finance Wales, Student Finance Northern Ireland or the Student Awards Agency for Scotland) should be aware that any reduction in tuition fees charged is notified directly to the relevant funding body.
- 5.7 Where you choose to leave or intermit on your course during the academic session, your account with Rambert School will be re-calculated accordingly and you will be refunded any sums due to you. You will have no claim to a refund for fees charged for any period for which you are registered during that session.

6. Debts and re-enrolment

- 6.1. 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 and/or to withhold awards until any fee debt is paid or cancelled.
- 6.2. Any student who has not paid their fees in full for one academic session cannot progress onto the next year of the programme.
- 6.3. Final year students may not be able to graduate if they owe any outstanding tuition fees to Rambert School.

7. Variations to terms for individual students

- 7.1 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 Rambert School Head of Admissions, Registry & Student Support or their nominated officer.

8. Further information

- 8.1 If you have any questions regarding funding or fee payment, please contact Judy Bowden, Head of Admissions, Student Support and Registry at Rambert School at the following address: judy.bowden@rambertschool.org.uk

Appendix 2 MA Dance Research for Professional Practitioners Cancellation Form

To Judy Bowden:

Head of Admissions, Registry and Student Support
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*] want to 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: