

## RAMBERT SCHOOL OF BALLET & CONTEMPORARY DANCE FOUNDATION DEGREE TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR STUDENTS New Entrants from September 2022

*These Terms and Conditions apply to the Rambert School of Ballet & Contemporary Dance Foundation Degree course. They do not apply to any other courses, including other courses of higher education delivered by Rambert School of Ballet & Contemporary Dance.*

*Please note that the [Undergraduate Fees Policy \(September 2022 entry\)](#) forms part of these Terms and Conditions as Annex A.*

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This document sets out the terms and conditions between Rambert School of Ballet & Contemporary Dance, the Conservatoire for Dance and Drama, and students on the Foundation Degree. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions, together with policies and procedures of the School and other policies and procedures of the Conservatoire for Dance and Drama as applicable, will become binding on you and us when a contract is formed between us in accordance with Conditions 2 and 3 of these Terms and Conditions.

These terms and conditions govern the relationship between you and Rambert School of Ballet & Contemporary Dance (“Rambert School” or “the School”), and, as applicable, the Conservatoire for Dance and Drama, and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.

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## Glossary of Key Words used in this Document

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

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

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

**‘Intermission of studies’** (also known as ‘interruption’ or ‘suspension’ of studies), is where you take some time out from completing your studies within the normal anticipated timeframe. This means your registration as a student with the Conservatoire remains current, even though you will not be enrolled for the period of time out you are taking (please also see the Section of this glossary ‘Registration’ below, for further information). Depending on the length of time away from studies that you need to take, this may or may not have an impact on the point at which you can re-join your course and resume your studies, and in some instances you may be required to restart a module or academic year from the start. Intermitting or interrupting your studies might also have implications for your student finance arrangements if you are in receipt of funding from the Student Loans Company (or another funding body such as the Student Awards Agency for Scotland or US Federal Loans). Any authorisation of a period of intermission must be done in accordance with the academic regulations of the validating regulations. Students studying under a Student Visa should note that intermission of studies may impact upon the terms of your visa and/or alter your visa status.

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

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

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

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

### Queries and Enquiries

Queries and enquiries about these Terms and Conditions should be addressed in writing to the School via email to: [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk)



## 1. IMPORTANT TERMS OF THIS CONTRACT

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

- 1.1 **Notwithstanding clauses 1.2 and 1.3 of these Terms and Conditions, Rambert School of Ballet & Contemporary Dance is currently a Member School of the Conservatoire for Dance and Drama, but is seeking self-registration as an independent Higher Education Provider with the Office for Students, with plans to end its membership of the Conservatoire by 1 August 2022.**
- 1.2 **For the avoidance of doubt, your place on the Foundation Degree Course at Rambert School of Ballet & Contemporary Dance is only confirmed when you receive, in response to your acceptance of the School's offer of a place, an email from Rambert School of Ballet & Contemporary Dance confirming that you have been accepted onto the Course.**
- 1.3 **By accepting the offer of a place on the Foundation Degree Course, you (and your parent / guardian / named responsible adult if you are under 18) accept these terms and conditions in full, which along with your offer and the School's rules, regulations, policies and procedures, alongside the rules, regulations of the Conservatoire for Dance and Drama, and those of the University of Kent, as applicable, form the contract between you (and your parent / guardian / named responsible adult if you are under 18) and the School (and, as applicable, the Conservatoire), in relation to your studies at the School.**
- 1.4 **Whilst Rambert School of Ballet & Contemporary Dance remains a Member School of the Conservatoire for Dance and Drama, these terms and conditions also form the contract between you and the Conservatoire for Dance and Drama. As the validating university, some academic regulations of the University of Kent are also applicable to this contract. In the event that Rambert School of Ballet & Contemporary Dance leaves the Conservatoire for Dance and Drama, the rules, regulations, policies and procedures of the Conservatoire for Dance and Drama will cease to apply to this contract, the contract between you and the Conservatoire will be ended, and these terms and conditions will form the contract between you and Rambert School of Ballet & Contemporary Dance, in relation to your studies at the School.**
- 1.5 **Relevant policies of the Conservatoire for Dance and Drama applicable to this contract are published at: [www.cdd.ac.uk](http://www.cdd.ac.uk). Relevant policies of Rambert School of Ballet & Contemporary Dance applicable to this contract are published at: [www.rambertschool.org.uk](http://www.rambertschool.org.uk). In the event that Rambert School of Ballet & Contemporary Dance leaves the Conservatoire for Dance and Drama, the rules, regulations, policies and procedures of the Conservatoire for Dance and Drama will cease to apply to this contract, and the rules, regulations, policies and procedures of Rambert School, and as applicable, the University of Kent, will apply.**

- 1.6 **Rambert School of Ballet & Contemporary Dance is a legally autonomous institution and independent training organisation and charity (registered charity number 1098900) which forms part of the Conservatoire for Dance and Drama (“the Conservatoire”) as a Member School of the Conservatoire. The Conservatoire for Dance and Drama is the registered Higher Education Provider with the Office for Students (OfS). On enrolling upon a course of higher education with a Conservatoire Member School you will be a registered student of the Conservatoire for Dance and Drama, with curriculum delivery and assessment being delivered by the Member School. The Foundation Degree is validated by the University of Kent (the ‘validating university’).**
- 1.7 **These terms and conditions will become binding on you and us when we confirm your place on the Foundation Degree in writing following your written acceptance of an offer, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and the School (and, as applicable, 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 in Annex A to these Terms and Conditions (the ‘Fees Policy’), and the terms and conditions set out in the policies and regulations listed in Condition 3 of this contract.**

#### ***Students paying Home fees***

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

#### ***Students paying Overseas fees***

- 1.10 **For students paying Overseas undergraduate fees who are new entrants to a Conservatoire course of higher education in 2021/22 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter may be increased in further years of study but will not exceed 5% in any one year.**
- 1.11 **It is a requirement of Rambert School that overseas students who are under 18 at the time of registration have a UK guardian. For further information about this, please email [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk).**

#### ***All undergraduate students***

- 1.12 **If you do not pay Course fees in accordance with these terms, the Conservatoire reserves the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any Course fee debt is paid or cancelled by the Conservatoire in accordance with its Fees Policy. If you cease to be a student of the Conservatoire, because for example you withdraw 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 [Undergraduate Fees Policy](#) (Annex A to these Terms and Conditions).**
- 1.13 **Students on the Foundation Degree Course who intermit their studies and return in a new academic year that falls outside the normal two-year registration period for this Course are charged at the same rate as new students in the year they return. This may lead to an increase in the amount you are required to pay overall for the Course fees. Where a student returns from intermitting their studies with no tuition outstanding, there will not be any increase in any outstanding Course fees.**

- 1.14 In the event that reassessment leads a student to exceed the normal two-year period of registration, and where that reassessment necessitates further tuition for this Course, students will be charged at the same rate as new students in the year they return pro-rated on a termly or half termly basis, subject to the period of tuition required. Where reassessment does not necessitate any tuition, there will be no increase in any outstanding Course fees.
- 1.15 If you do not pay Course fees in accordance with these terms, the School reserves the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any Course fee debt is paid or cancelled by the School in accordance with the [Undergraduate Fees Policy](#) (Annex A to these Terms and Conditions). If you cease to be a student of the School, because for example you withdraw or your registration is terminated by the institution, you may still be liable for any Course fees and/or other charges which are outstanding, in accordance with the [Undergraduate Fees Policy](#).
- 1.16 There is a contractual ‘cooling period’ once you have commenced your enrolment with Rambert School during which you have the right to withdraw from your course up to and including the end of Week 2 of Term 1 without incurring any tuition fee liability (please see the School Course Deposit Policy for information about Course Deposits. In the event of starting the Course late, the first 14 days of your enrolment constitute the ‘contractual cooling period’.
- 1.17 The first 14 days of your enrolment constitute the ‘Contractual Cooling Period’ applicable to this contract. During this cooling period or prior to enrolment, where conduct by you is deemed by the School to be a breach of any of our policies and incompatible with our values and ethos of inclusivity, kindness and community, that, in the reasonable view of the School, makes it inappropriate for you to remain on the Course or as a student of the School, the School may immediately terminate this contract. Please also see Condition 3 of this Contract ‘Our Contract with You’ and Condition 8 ‘Termination of contract and enrolment’.
- 1.18 For the Foundation Degree the School expects 100% attendance as per all Rambert School Courses of higher education. Compulsory attendance of at least 80% of the timetabled sessions is needed to pass each stage of the Course. Sessions are defined as: classes, solo/group performances, choreographic/creative workshops, lectures, seminars, tutorials, research forums and discussions, tutorials and mentoring sessions.
- 1.19 You should be aware that the majority of the School’s Courses of study and their assessments can be physically demanding. Dance and theatre skills by their very nature include elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. For this reason, you may wish to consider taking out private health insurance to support you with any medical treatment that you may require.
- 1.20 Health care can be obtained free of charge from the NHS for ‘home students’<sup>1</sup> but waiting times for treatment are unpredictable and may result in disruption to and interruption of your studies. Long periods of absence may result in you being unable to complete your course. You are advised to contact Rambert School for information and advice regarding medical insurance.

### **Validating Universities**

- 1.21 The degrees delivered by Rambert School of Ballet & Contemporary Dance are validated and awarded by the University of Kent.

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

1.22 For the purposes of this contract:

- reference to ‘the Conservatoire’ includes Rambert School of Ballet & Contemporary Dance and the central office of the Conservatoire;
- Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in the relevant Course Summary document for the Foundation Degree. **Please see also the Undergraduate Fees Policy.**
- Information about additional costs is contained in Condition 10 ‘Fees and Costs’ of this contract.
- You may be required to complete additional administrative processes for the validating university to ensure you are appropriately registered for the award led to by your Course of study with the School and, if applicable, the Conservatoire.

Key material information relating to these terms and conditions (such as policies and course information) can be located on the websites of the School and the Conservatoire:

- Rambert School of Ballet & Contemporary Dance: [www.rambertschool.org.uk](http://www.rambertschool.org.uk)
- Conservatoire for Dance and Drama’s website: <http://www.cdd.ac.uk/>
- The academic regulations that govern the delivery of the Foundation Degree can be found on the website of the validating university, the University of Kent: <https://www.kent.ac.uk/teaching/qa/regulations/index.html>
- In the event that Rambert School becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, Rambert School regulations, policies and procedures will supersede the equivalent regulations, policies and procedures of the Conservatoire.
- In accordance with the Office for Students’ [conditions of registration](#), all registered higher education providers must have a Student Protection Plan in place. In the event that the School becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, the School will have a Student Protection Plan (SPP) that will apply to you and to all students registered on a course of higher education with the School. The School SPP will replace the SPP of the Conservatoire.
- Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these Terms and Conditions, including any regulations, policies or documents, should be referred to the School at: [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk)

**Please see following pages for the full Terms and Conditions.**

## RAMBERT SCHOOL OF BALLET & CONTEMPORARY DANCE FOUNDATION DEGREE

### FULL TERMS AND CONDITIONS FOR STUDENTS (New Entrants from September 2022)

#### 2. Introduction

- 2.1 Due to the nature of the intensive training provided in its higher education courses, Rambert School of Ballet & Contemporary Dance (“the School” or “Rambert School”) may have rules, policies, procedures and regulations that are different from other institutions. These rules and regulations are part of the framework that will support you in understanding the artistic discipline(s) and related industries in and for which you are training. Please ensure you read the [Rambert School Student Code of Conduct & Code of Behaviour](#) along with the other documents referred to in condition 3.3 below, which contain these rules, policies, procedures and regulations, and form part of the terms and conditions of your contract with the School and, as applicable, the Conservatoire for Dance and Drama.
- 2.2 **Rambert School of Ballet & Contemporary Dance is a legally autonomous institution and independent training organisation and charity (registered charity number 1098900) which forms part of the Conservatoire for Dance and Drama (“the Conservatoire”) as a Member School of the Conservatoire. The Conservatoire is the higher education institution registered with the Office for Students (OfS), and is responsible for meeting the conditions of registration and maintaining its registration with the OfS.**
- 2.3 **On enrolling upon a course of higher education with a Conservatoire Member School you will be a registered student of the Conservatoire for Dance and Drama, with curriculum delivery and assessment being delivered by the Member School. The Rambert School of Ballet & Contemporary Dance Foundation Degree is validated by the University of Kent (the ‘validating university’).**
- 2.4 **Rambert School of Ballet & Contemporary Dance is currently a Member School of the Conservatoire for Dance and Drama, but is seeking self-registration as an independent Higher Education Provider with the Office for Students, with plans to end its membership of the Conservatoire by 1 August 2022.**
- 2.5 **Whilst Rambert School of Ballet & Contemporary Dance remains a Member School of the Conservatoire for Dance and Drama, these terms and conditions also form the contract between you and the Conservatoire for Dance and Drama. In the event that Rambert School of Ballet & Contemporary Dance leaves the Conservatoire for Dance and Drama, the rules, regulations, policies and procedures of the Conservatoire for Dance and Drama will cease to apply to this contract, and these terms and conditions will form the contract between you and Rambert School of Ballet & Contemporary Dance, in relation to your studies at the School.**
- 2.6 By agreeing to these terms and conditions, you also agree to abide not only by the Conservatoire and Rambert School’s regulations, policies and procedures, but also by any regulations, policies and procedures established by the validating university which are applicable to your studies at Rambert School, as summarised in these terms and conditions. Please see Condition 3 ‘Our contract with you’ of these Terms and Conditions for further information about such regulations, policies and procedures.



### 3. Our contract with you

- 3.1 **These terms and conditions govern the relationship between you, Rambert School of Ballet & Contemporary Dance (“the School”) and (as applicable) the Conservatoire for Dance and Drama and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents. By accepting the offer of a place on the Foundation Degree Course, you accept these terms and conditions in full, which along with your offer and the School’s rules, regulations, policies and procedures, alongside the policies, procedures, rules and regulations of the Conservatoire for Dance and Drama and the University of Kent, as applicable, form the contract between you and the School, in relation to your studies at the School.**

#### ***Confirmation of an offer of a place to study***

- 3.2 Both undergraduate and postgraduate applicants to courses of higher education receive their offer of a place to study directly from Rambert School of Ballet & Contemporary Dance. In either case, an offer of a place to study is not confirmed until you have submitted written acceptance of the offer of a place to study, and Rambert School of Ballet & Contemporary Dance has confirmed the place in writing.

#### ***Registration on the Course***

- 3.3 For the avoidance of doubt, a student will be deemed to be ‘registered’ by the School once the Rambert School of Ballet & Contemporary Dance has notified you in writing that your written acceptance of the offer of a place has been received and confirmed. A student will be deemed to be ‘enrolled’ once they have undertaken the enrolment process with the School at the start of each academic year. Registered students are required to enrol with their Member School at the start of each academic year in order to maintain their registration with the Conservatoire. Please see also Condition 5 of these Terms and Conditions for further information on enrolment and re-enrolment.

#### ***Basis of these Terms and Conditions (including applicable rules, regulations, policies and procedures)***

- 3.4 **These terms and conditions will become binding on you and us when we confirm your place on the Foundation Degree in writing following your written acceptance of an offer, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and the School (and, as applicable, 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:**

- 3.4.1 Rambert School of Ballet & Contemporary Dance regulations and policies as provided on the School website, as updated from time to time, found at <https://www.rambertschool.org.uk/courses/policies-and-procedures/>, including but not limited to:

- 3.4.1.1 Undergraduate Admissions Policy
- 3.4.1.2 Admissions Appeals and Complaints Policy
- 3.4.1.3 Academic Misconduct Policy (University of Kent Credit Framework Annex 10)
- 3.4.1.4 Attendance Policy
- 3.4.1.5 Bursary Procedure
- 3.4.1.6 Rambert School Student Code of Conduct and Code of Behaviour
- 3.4.1.7 Data Protection Policy
- 3.4.1.8 Data Processing Statement

- 3.4.1.9 Interruption of Studies Policy
- 3.4.1.10 IT Policy – Acceptable Use
- 3.4.1.11 Policy on Students’ Completion of Degree
- 3.4.1.12 Safeguarding Policy
- 3.4.1.13 Undergraduate Student Handbook and relevant appendices
- 3.4.1.14 Working with Others Handbook

3.4.2 **In the event that Rambert School becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, Rambert School regulations, policies and procedures will supersede the equivalent regulations, policies and procedures of the Conservatoire.**

3.4.3 For example, the Conservatoire Student Complaints Procedure will cease to apply, and the Rambert School Student Complaints Procedure will apply instead. In this event, School regulations, policies and procedures including but not limited to the following, will apply:

- 3.4.3.1 Criminal Records Policy
- 3.4.3.2 Emergency Powers of Exclusion and Suspension
- 3.4.3.3 Inclusivity Policy and Protocols
- 3.4.3.4 Non-Academic Misconduct Policy and Procedures
- 3.4.3.5 Policy on Harassment, Sexual Misconduct, and Related Behaviours
- 3.4.3.6 Refunds and Compensation Policy
- 3.4.3.7 Student Complaints Procedure
- 3.4.3.8 Support Through Studies Policy and Procedures
- 3.4.3.9 **Student Protection Plan** (see condition 3.3.3 below)

***Student Protection Plan***

3.4.4 **In accordance with the Office for Students’ [conditions of registration](#), all registered higher education providers must have a Student Protection Plan in place. In the event that the School becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, the School will have a Student Protection Plan (SPP) that will apply to you and to all students registered on a course of higher education with the School. The School SPP will replace the SPP of the Conservatoire.**

3.4.5 Whilst the School is a Member School of the Conservatoire for Dance and Drama, the Conservatoire Student Protection Plan will apply to you and all students registered with the Conservatoire on a course of higher education delivered by the School.

### ***Breach of policies within the post-enrolment contractual 'cooling period'***

- 3.5 **There is a contractual 'cooling period' once you have commenced your enrolment with Rambert School during which you have the right to withdraw from your course up to and including the end of Week 2 of Term 1 without incurring any tuition fee liability (please see the School Course Deposit Policy for information about Course Deposits). In the event of starting the Course late, the first 14 days of your enrolment constitute the 'contractual cooling period'.**
- 3.6 All students who join Rambert School sign up to our [Student Code of Conduct and School Code of Behaviour](#). Our School Code of Behaviour covers every member of our community, both students and staff. Our values are enshrined in this Code of Behaviour, which sets out our expectations for how we will treat each other, with kindness, understanding and empathy, and that by joining Rambert School students are committing to being in ways that are inclusive and respectful, and do not engage in attitudes or behaviour that are incompatible with our values.
- 3.7 **In the event that the School determines that you are in breach of either the Student Code of Conduct or the School Code of Behaviour, or any other School policy that applies to these Terms and Conditions'), this will be a breach of these Terms and Conditions and therefore a breach of contract. If such a breach occurs within the 'contractual cooling period' (or, if you begin the course late, within the first 14 days of your enrolment on the course) that in the reasonable view of the School makes it inappropriate for you to remain on the course, the contract may be immediately terminated.**
- 3.8 Examples of policy/contractual breaches that would, in the reasonable view of the School, make it inappropriate for the student to remain on their course, include, but are not limited to:
- Harmful attitudes (for example, transphobia, misogyny, anti-Semitism, Holocaust denial) that are incompatible with our values and harmful to our community
  - Racist behaviour
  - Sexual Misconduct (as defined in the Policy on Sexual Misconduct, Harassment and Related Behaviours)
  - Harassment
  - Violence
  - Bullying
  - Other unacceptable behaviours that fall within the definition of 'Related Behaviours' as defined in the Policy on Sexual Misconduct, Harassment and Related Behaviours
- 3.9 Breach of any condition will be addressed according to your registration status. If you have accepted your offer but have not yet registered and enrolled for your Course, this contract may be terminated immediately by the School, at the discretion of the Conservatoire (where applicable). Once you are a registered and enrolled student, unless you are within the contractual 'cooling period' (see 'Serious breach of policies within the contractual cooling period' earlier in this section), disciplinary proceedings may be brought against you under the [Non-Academic Misconduct Policy](#), which may result in sanctions including suspension or expulsion from the institution and your Course.

### ***Conservatoire for Dance and Drama Regulations Policies, and Procedures***

- 3.10 Whilst the School is a Member School of the Conservatoire for Dance and Drama and in the event that you are a registered student with the Conservatoire, Conservatoire regulations and policies as provided on the Conservatoire website, and as updated from time to time, form part of the contract set out in these Terms and Conditions and apply to you. These can be found at <http://www.cdd.ac.uk/policies/student-related-policies/>, including but not limited to:

- The Conservatoire Admissions Appeals and Complaints Policy and Procedure
- The Conservatoire Code of Behaviour
- The Conservatoire Criminal Records Policy
- The Conservatoire Data Processing Statement
- The Conservatoire Emergency Powers of Exclusion and Suspension
- The Conservatoire Inclusivity Policy and Protocols
- The Conservatoire Non-Academic Misconduct Policy and Procedures
- The Conservatoire Policy on Sexual Misconduct, Harassment and Related Behaviours
- The Conservatoire Refunds and Compensation Policy
- The Conservatoire Student Complaints Procedure
- The Conservatoire Student Protection Plan
- The Conservatoire Support Through Studies Policy and Procedures

3.10.1 The [Undergraduate Fees Policy](#) (Annex A to these Terms and Conditions) that you will be furnished with at the point of offer, and a link to which is available at <https://www.rambertschool.org.uk/courses/how-to-apply-for-all-courses/fdba-degree-policies-procedures/>.

3.10.2 The [summary course document](#) relevant to your Course of study.

3.10.3 The academic regulations, credit framework and applicable general regulations of the **University of Kent**:

<https://www.kent.ac.uk/regulations/>;  
<https://www.kent.ac.uk/regulations/academic.html>;

The academic appeals and academic complaints regulations and procedures of the University of Kent:

<https://www.kent.ac.uk/regulations/general.html>;  
<https://www.kent.ac.uk/teaching/qa/credit-framework/creditinfoannex13.html>;

3.10.4 All other rules, regulations and policies which Rambert School and the Conservatoire make for their students from time to time, or which are established by the Conservatoire and the validating university of the Member School which are applicable to your studies with us, and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 18 (“Other changes to the contract”) which will be published on the following websites, as applicable:

- Rambert School of Ballet & Contemporary Dance website: <https://www.rambertschool.org.uk/>
- University of Kent website: <https://www.kent.ac.uk/>
- Conservatoire for Dance and Drama’s website: <http://www.cdd.ac.uk/>

- 3.11 **Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these Terms and Conditions, including any regulations, policies or documents, should be referred to the School at: [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk)**
- 3.12 In the event of a conflict between these terms and conditions and the academic regulations, academic policies and/or academic procedures of the validating university which apply to your studies, the academic regulations, academic policies or academic procedures of the validating university shall take precedence. In the event of a conflict between these terms and conditions and any other regulations, policies or procedures set out in condition 3 of these Terms and Conditions which apply to your studies, these terms and conditions shall take precedence.
- 3.13 The contract may be ended by the School, and, if applicable, 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 3.3, above. For example, failure to comply with any of the Rambert School's Codes of Behaviour (eg the [School Student Code of Conduct and Code of Behaviour](#)) could result in action being taken against you under the Non-Academic Misconduct policy, which could result in termination by the School of your enrolment on your course and of the contract. For further information, please see Condition 8 of these Terms and Conditions 'Termination of Contract and Enrolment'.
- 3.14 It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (i.e. does not omit information you have been asked to provide). Please see the [Undergraduate Admissions Policy](#) Condition: 'False, fraudulent or misleading information provided by applicants' for further information.
- Visa and immigration requirements***
- 3.15 Rambert School of Ballet & Contemporary Dance is a sponsor for the purposes of sponsoring students who wish to study there from outside the UK and other designated areas where students qualify for 'Home Fee Status', and has measures in place to ensure that it complies with its obligations to the UK Government in relation to immigration.
- 3.16 Where relevant, you are required to comply with any terms and conditions applicable to overseas (international) students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements. Rambert School must comply with its own duties under immigration law and as a result may have to withdraw sponsorship of your Student Route Visa for a number of reasons. Withdrawal of your sponsorship may also result in termination of your registration as a student at Rambert School (and, as applicable, the Conservatoire). Queries regarding visas should be addressed directly to the School.
- 3.17 Overseas students who are offered a place following audition/interview and are under 18 at the time the Confirmation of Acceptance for Studies (CAS) is issued for visa purposes will also be required to prove consent from a Parent/Guardian before the CAS will be issued, via a U18 Overseas Consent Form, which will be issued by the School during the admissions process.
- 3.18 See also Condition 5 of these Terms and Conditions, 'Enrolment and Re-enrolment' and Condition 8 of these Terms and Conditions 'Termination of Contract and Enrolment'.
- 4. Application and admission to Rambert School of Ballet & Contemporary Dance**
- 4.1 The School's [Undergraduate Admissions Policy](#), supported by the School's [Contextual Admissions Framework](#), sets out the framework for applying and being admitted to the Course. The Admissions Policy includes details of the institutional processes for seeking feedback on, and raising appeals and complaints against, decisions made in connection with an application.

### ***Applicants and students with disabilities and additional support needs***

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

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

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

### ***Students under the age of 18: Expectations, Safeguarding and Communication with Parents***

- 4.5 Rambert School is committed to ensuring that any students under the age of 18 receive the same quality of training and experience as those aged 18 and over, whilst also meeting the additional legal requirements that apply to this age group. Where students are under the age of 18 at the date of registration, their Parents/Guardians will be asked to sign a Parent/Legal Guardian consent form which will be shared internally and linked with registration documents. Parents/Guardians of continuing students under the age of 18 at registration will be required to also sign the Registration Forms.
- 4.6 **It is a requirement of Rambert School that overseas students who are under 18 at the time of registration have a UK guardian. For further information about this, please email [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk).**

### ***Disclosure of pre-existing physical injuries and conditions***

- 4.7 Many of the Conservatoire's Courses delivered by the Member Schools concern demanding physical training in an artistic discipline. Member Schools will therefore routinely request whether applicants have any pre-existing injury or condition that they wish to disclose to the Member School prior to commencing studies, in order that they can be appropriately supported. Where candidates do not disclose a pre-existing injury or condition ahead of commencing their studies, or enrolled students fail to disclose injuries or conditions arising after Enrolment, the Conservatoire and Member Schools accept no liability for any exacerbation or impact upon such an injury or condition. For the Foundation Degree, this extends to any exacerbation or impact upon an injury or condition that is sustained as a direct or indirect part of activities undertaken by the student pursuit of this award. For further information, please also see Condition 11 of these Terms and Conditions, 'Risk of Injury and Health Insurance'.

### ***Criminal convictions***

- 4.8 Having a criminal record is not necessarily a bar to being a student of Rambert School of Ballet & Contemporary Dance or the Conservatoire. Rambert School and the Conservatoire for Dance and Drama are committed to equality of opportunity and will not request or require any applicant to disclose whether they have a criminal record prior to receiving an offer of a place to study being made, in any circumstances.

- 4.9 Rambert School only requires disclosure of a criminal record in specific circumstances dictated by the requirements of Courses. Where a Course has a compulsory element (e.g. placement involving 'regulated activity'<sup>2</sup> with children and/or vulnerable adults) that requires a criminal records check (enhanced Disclosure and Barring Service, or 'DBS' check), applicants will normally be required to undertake a criminal record check before an applicant's accepted place can be confirmed by the School.
- 4.10 Where a Course has an optional element requiring a criminal record check that students can choose whether to take, students are not required to undergo a criminal record check unless they wish to participate in the element. Applicants are not required to undergo a criminal record check as part of the process of application to the Course.
- 4.11 Upon receipt of a disclosure of a criminal record, whether by an individual applicant/student or as a result of a criminal records check, the School will undertake a risk assessment in accordance with the procedures under the [Conservatoire Criminal Records Policy](#) or, in the event that the School leaves the Conservatoire, under the equivalent School policy (which will be published on the School website at <https://www.rambertschool.org.uk/courses/policies-and-procedures/>). For more information, details of relevant Courses where an enhanced DBS check may be required, and the specific circumstances in which the Conservatoire will process criminal records data, please see the Criminal Records Policy and procedures, published on the Conservatoire website at <http://www.cdd.ac.uk/policies/student-related-policies/>. Summary course documents also indicate where a criminal records check will or may be required.

## 5. Enrolment and Re-enrolment

- 5.1 Your place on a Course of higher education with Rambert School of Ballet & Contemporary Dance will be conditional on you complying with the relevant School enrolment conditions and requirements, including any conditions relating to your fees, and enrolling at the start of your course and at the start of each subsequent academic year.
- 5.2 For students who are or will be under 18 years of age during any time of their enrolment, please also see Section 4 of these Terms and Conditions '**Students under the age of 18: Expectations, Safeguarding and Communication with Parents**' for relevant information about registration and enrolment.
- 5.3 You must enrol at the designated session at the start of your course, as set out in your introductory information and induction pack provided by the School. If you cannot or do not enrol at the designated session you must provide the School with a reason for your non-enrolment which is acceptable to the School (and, where applicable, the Conservatoire) in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with the School and, if applicable, the Conservatoire, and this contract shall be terminated.
- 5.4 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by the School; Rambert School of Ballet & Contemporary Dance will exercise its discretion in its consideration of a request to defer a place for enrolment, particularly where a deferral may be a reasonable adjustment for a disabled student.
- 5.5 Failure to enrol at the start of your Course in accordance with the conditions set out in Condition 5 of these Terms and Conditions will result in your relationship with the School and Conservatoire and this contract being terminated and you will need to reapply from the start to be considered for a place to study at Rambert School of Ballet & Contemporary Dance in a future year. This is the case regardless of whether you have previously completed a course with Rambert School and the Conservatoire, or with another Member School or former Member School of the Conservatoire.

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<sup>2</sup> For more information on 'regulated activity' please see the Conservatoire Criminal Records Policy at <http://www.cdd.ac.uk/policies/student-related-policies/>

- 5.6 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe any Course fees and have not been suspended from the course for any reason including, for example, relating to proceedings brought under any policies (such as, but not limited to, [the Non-Academic Misconduct Policy](#); [Emergency Powers of Exclusion and Suspension](#); [Support Through Studies policy](#); [Policy on Sexual Misconduct, Harassment and Related Behaviours](#)), you must re-enrol for each subsequent year of study using the approved procedure. If you cannot or do not re-enrol using the approved procedure you must provide the School with a reason for your non-enrolment which is acceptable to the Conservatoire 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 of Ballet & Contemporary Dance and the Conservatoire and this contract shall be terminated.

## 6. Your obligations

- 6.1 In accepting these Terms and Conditions and enrolling with us as a student, you become part of the School and Conservatoire community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at Condition 3 above. You are required at all times to behave courteously and respectfully towards other students and members of academic and non-academic staff, including visiting professionals, in accordance with the [Rambert School of Ballet & Contemporary Dance Student Code of Conduct and Code of Behaviour](#), and the [Conservatoire Code of Behaviour](#). Please also see Conditions 3 and 11 of these Terms and Conditions.
- 6.2 Your obligations to Rambert School of Ballet & Contemporary Dance and the Conservatoire School are to:
- 6.2.1 Pay your Course fees and other required fees when due, as set out in the [Undergraduate Fees Policy](#) and in the offer letter. If you cease to be a student of 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 'Termination of contract and enrolment', below).
  - 6.2.2 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by the relevant Member School for the use of resources and facilities as set out in the [Rambert School of Ballet & Contemporary Dance Student Code of Conduct and Code of Behaviour](#) and the [Conservatoire Code of Behaviour](#) and other codes of conduct as appear in relevant policies (eg [Non-Academic Misconduct Policy](#), [Policy on Sexual Misconduct, Harassment and Related Behaviours](#)).
  - 6.2.3 Participate actively in your training, including meeting the Course requirements and School's rules around attendance, which do not generally allow for absence other than in exceptional circumstances, and do nothing that will hinder or interfere with the training of other students.
  - 6.2.4 Meet assessment deadlines and related assessment requirements, including attendance requirements for continuous or performance-based assessment.
  - 6.2.5 **For the Foundation Degree the School expects 100% attendance as per all Rambert School Courses of higher education. Compulsory attendance of at least 80% of the timetabled sessions is needed to pass each stage of the Course. Sessions are defined as: Lectures, seminars, research forums and discussions, tutorials and mentoring sessions. Mentoring sessions are pre-arranged and it is the student's responsibility to ensure availability.**



- 6.2.6 Familiarise yourself with and comply with the relevant Regulations of the validating university, the Rambert School of Ballet & Contemporary Dance [Student Code of Conduct and School Code of Behaviour](#) and the [Conservatoire Code of Behaviour](#) and other applicable codes of conduct and all other rules and regulations, policies and procedures listed as condition 3.3 above which govern the operation of your Course and your relationship with the School and the Conservatoire.
- 6.2.7 Comply with the terms of your visa (if applicable).

## 7. Our obligations to you

- 7.1 Our obligations to you are to:
  - 7.1.1 Provide you with the tuition, pastoral and learning support associated with your Course with reasonable care and skill;
  - 7.1.2 Subject to Conditions 17 and 18 of these Terms and Conditions, deliver your Course as described in the School prospectus/website pages and course summary document for the duration of the course; and
  - 7.1.3 Ensure that you are assessed in line with the relevant Regulations of the validating university for your Course.

## 8. Termination of contract and enrolment

- 8.1 You may withdraw from the Course and terminate this contract and your enrolment as a student at any time by giving written notice to Rambert School by sending an email or letter to Rambert School with whom you are enrolled at the address and contact details provided in your offer letter, and/or by emailing the School at [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk). Any such withdrawal will take effect when the School confirms that the communication from you has been received and confirms the date of withdrawal, which will normally be the date on which the communication from you is received by the School.
- 8.2 Rambert School of Ballet & Contemporary Dance and, if applicable, the Conservatoire, may terminate this contract and your registration if, in accordance with these terms and conditions and the appropriate regulation, policy or procedure:
  - 8.2.1 you do not pay your tuition (Course) fee when due;
  - 8.2.2 you fail to disclose relevant or significant information to the School and/or Conservatoire (including in respect of criminal convictions where required to make a disclosure - please see the Criminal Records Policy for further information) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your Course;
  - 8.2.3 we become aware of information about you which we did not know during the application process and which, in our reasonable opinion, makes it inappropriate for you to study on the Course;
  - 8.2.4 you fail to comply with any of your obligations under the [Rambert School Student Code of Conduct and School Code of Behaviour](#) to participate in ensuring the School is a safe and inclusive community;
  - 8.2.5 your student status is terminated (for example, under the Conservatoire [Non-Academic Misconduct Policy](#) or equivalent School policy in the event that Rambert School leaves the Conservatoire), or in the case of an overseas (international) student requiring immigration permission to enter or remain in the United Kingdom, if the School removes its sponsorship from your visa; and/or

8.2.6 as an enrolled student, you materially breach any of the terms and conditions of the contract: for example, failure to abide by health and safety requirements in line with theatre industry guidelines or serious cases of non-approved absence, or serious breach of the [Rambert School Student Code of Conduct & Code of Behaviour](#), [Conservatoire Code of Behaviour](#), [Non-Academic Misconduct Policy](#), [Policy on Sexual Misconduct, Harassment and Related Behaviours](#), or any other codes of conduct and behaviour applicable to your registration as a student on the course;

8.2.7 **you materially breach any of the terms and conditions of the contract within the first 14 days of your enrolment (the ‘contractual cooling period’). In this event, where conduct by you is deemed by the School to be a breach of any of our policies and incompatible with our values and ethos of inclusivity, kindness and community, that, in the reasonable view of the School, makes it inappropriate for you to remain on the Course or as a student of the School, the School may immediately terminate this contract. Please also see Condition 3 of this Contract ‘Our Contract with You’ for further information.**

8.3 If the contract and your enrolment have been terminated, your entitlement to a refund of Course fees and/or other fees will be in accordance with the [Undergraduate Fees Policy](#) (Annex A to these Terms and Conditions).

8.4 A decision by Rambert School to terminate this contract and thus your registration and enrolment as a student at the School will mean that you shall be required to cease studying at the School with immediate effect.

8.5 On termination of the contract and your enrolment, you must return your door pass and any other property owned by the School to the designated staff member at the School. If you are uncertain about this, you should contact the School immediately to seek clarification about returning such property.

## 9. Intermission/Interruption of studies

9.1 You may be permitted to intermit your studies (also known as ‘interruption of studies’), with permission from Rambert School of Ballet & Contemporary Dance in accordance with the academic regulations of the validating university and the requirements of your Course. Depending on its length, approval may be required from the validating university before a period of intermission can be granted. All periods of intermission count towards the maximum period of time for the completion of your Course.

9.2 Rambert School of Ballet & Contemporary Dance and the Conservatoire may, on occasion and in line with the [Support Through Studies policy](#), the academic regulations of the validating university and the requirements of your Course, require you to suspend your studies if it determines that you are not able for any reason to adequately participate in your Course.

9.3 During the intermission of your studies, Rambert School of Ballet & Contemporary Dance may make adjustments to your Course, in line with the terms outlined in conditions 17 and 18. You will be consulted where changes may substantively affect your Course as soon as it is practicable for the School to do so.

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

## 10. Fees and Costs

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

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

#### ***Course deposits***

10.3 Rambert School normally charges a deposit for undergraduate courses. Please see the [Undergraduate Fees Policy](#), [School Course Deposit Policy](#) and relevant [Course Summary Document](#) for more information.

#### ***Course fee status***

10.4 The Course fee status of individual applicants will be determined prior to an offer being made of a place to study on a Rambert School Course of study. The Course fee status will be assessed and determined by Rambert School of Ballet & Contemporary Dance operating the relevant Course to which the applicant has applied, in consultation as necessary and applicable with the Conservatoire for Dance and Drama. Course fee status will be set as either 'Home' or 'Overseas' and will be confirmed at the point of offer, in the offer letter.

#### ***Students paying Home fees***

10.5 For students paying Home fees for the Foundation Degree who are new entrants to a Conservatoire course of higher education in 2022/23 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter are fixed for the normal two-year duration of the course.

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

#### ***Students paying Overseas fees***

10.7 For students paying Overseas fees for the Foundation Degree Course who are new entrants to the Course in 2022/23 or new entrants to the Course in subsequent years, the Course fees confirmed in your offer letter are fixed for the normal two-year duration of the course.

#### ***Fee increases***

10.8 **Students on the Foundation Degree Course who intermit their studies and return in a new academic year that falls outside the normal two-year registration period for this Course are charged at the same rate as new students in the year they return. This may lead to an increase in the amount you are required to pay overall for the Course fees. Where a student returns from intermitting their studies with no tuition outstanding, there will not be any increase in any outstanding Course fees.**

10.9 **In the event that reassessment leads a student to exceed the normal two-year period of registration, and where that reassessment necessitates further tuition for this Course, students will be charged at the same rate as new students in the year they return pro-rated on a termly or half termly basis, subject to the period of tuition required. Where reassessment does not necessitate any tuition, there will be no increase in any outstanding Course fees.**

10.10 Please see the [Undergraduate Fees Policy](#) (Annex A to these Terms and Conditions) for further information on fee increases.

### ***Associated additional Course costs***

- 10.11 Any associated additional course costs for the Foundation Degree shall be set annually by Rambert School of Ballet & Contemporary Dance and published in the relevant [Course Summary Document](#).

### ***Additional costs***

- 10.12 Course fees for the Foundation Degree do not include some personal materials, such as costs relating to students' individual research project demands (eg equipment, travel if applicable, books). You should look on the relevant Course Summary Document for your course for more information on additional costs, including additional costs that are non-compulsory but which you may wish to pay.
- 10.13 Information on additional costs is found in the relevant [Course Summary document](#), and you are advised to contact Rambert School for any further information.

### ***Payment of fees***

- 10.14 It is your responsibility to ensure that all deposits, tuition and other Course fees and charges payable to Rambert School of Ballet & Contemporary Dance and, if applicable, the Conservatoire, are paid when due. Your offer letter will state the amount of Course fees that you will be required to pay.
- 10.15 Unless you have the prior written agreement of Rambert School of Ballet & Contemporary Dance to a different schedule of instalments, Course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the [Undergraduate Fees Policy](#). 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.
- 10.16 If you are paying your Course fees with a government-sponsored loan, you must provide proof to Rambert School of Ballet & Contemporary Dance before enrolment that you have the necessary finance in place. If you are not able to provide proof, you may be required to pay the first instalment of your fees yourself.
- 10.17 Where Rambert School and, if applicable, the Conservatoire, exceptionally permits attendance whilst a Course fee instalment is outstanding, the period of attendance with outstanding Course fees will not normally exceed one month from the date that the instalment is due. Where an alternative instalment plan has not been agreed the Conservatoire and Member School reserve the right to suspend or withdraw the student in accordance with Condition 8 ('Termination of contract and enrolment') of these Terms and Conditions for non-payment of Course fees. Please note that if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment.
- 10.18 **If you do not pay Course fees in accordance with these terms, the School and, where applicable, the Conservatoire, reserve the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any Course fee debt is paid or cancelled by the School in accordance with the [Undergraduate Fees Policy](#) (Annex A to these Terms and Conditions). If you cease to be a student of the School and Conservatoire, because for example you withdraw or the School (and, if applicable, the Conservatoire), terminate your registration, you may still be liable for any Course fees and/or other charges which are outstanding, in accordance with the [Undergraduate Fees Policy](#) (Annex A to these Terms and Conditions).**

## **11. Risk of Injury and Health Insurance**

- 11.1 Rambert School of Ballet & Contemporary Dance aims to provide a well-maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, the School understands and complies with its legal obligations to act reasonably to safeguard the health and safety of our students.

- 11.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the [Rambert School Student Code of Conduct and Code of Behaviour](#), and the [Conservatoire Code of Behaviour](#). Rules around conduct and discipline can also be found in the [Conservatoire Non-Academic Misconduct Policy](#) and in the [Conservatoire Policy on Sexual Misconduct, Harassment and Related Behaviours](#) (or any equivalent School policies should Rambert School of Ballet & Contemporary Dance become independently registered with the Office for Students and cease to be a Member School of the Conservatoire).
- 11.3 The [Rambert School Student Code of Conduct and Code of Behaviour](#) is published on the School website, and the Student Handbook also draws attention to the Student Code of Conduct. You are required to take care in ensuring your own safety and the safety of those around you, to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained, and to report any issues with School equipment or premises as soon as reasonably practicable to a member of School staff.
- 11.4 **You should be aware that the majority of the School's Courses of study and their assessments can be physically demanding. In addition, ballet and other dance and theatre skills by their very nature include elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. For this reason, you may wish to consider taking out private health insurance to support you with any medical treatment that you may require.**
- 11.5 **Please note that some Conservatoire Member Schools may require students to ensure they have private health insurance as a condition before registration can be completed. Please check the relevant Course Summary Document which will set out whether this is a mandatory requirement for a course.**
- 11.6 **Health care can be obtained free of charge from the NHS for 'home students'<sup>3</sup> but waiting times for treatment are unpredictable and may result in disruption to and interruption of your studies. Long periods of absence may result in you being unable to complete your course. You are advised to contact Rambert School for information and advice regarding medical/health insurance.**

## 12. Personal equipment and other property

- 12.1 Neither Rambert School of Ballet & Contemporary Dance nor the Conservatoire can accept any responsibility or liability for loss or damage to your equipment or other property which is incurred at the School, or in an alternative location, or otherwise in the course of your studies.

## 13. Intellectual property

- 13.1 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, whether registered or unregistered.
- 13.2 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 of Ballet & Contemporary Dance and/or the Conservatoire during your course.
- 13.3 By signing these Terms and Conditions you are agreeing to Rambert School, the Conservatoire and any of its Member Schools using photographic images and/or recordings for publicity/marketing/other legitimate purposes (such as demonstrating the training of the various artistic disciplines delivered by Rambert School and the Conservatoire). You may withdraw your consent for us to use these images/recordings at any time by writing to Rambert School of Ballet & Contemporary Dance via email.

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<sup>3</sup> See <https://www.ukcisa.org.uk/Information--Advice/Studying--living-in-the-UK/Health-and-healthcare#layer-3209> for more details about paying for medical treatment.

## 14. Data Protection

- 14.1 The Conservatoire and its Member Schools (each a “Controller”) collect, hold and otherwise process ‘personal data’ which may include sensitive personal data known as ‘special category data’ as defined by the Data Protection Act (2018) and the General Data Protection Regulations (2018) about applicants and students of the Conservatoire which is provided to them by you (or which is otherwise received from third parties) for their own, separate purpose(s), in accordance with each Controller’s Data Processing Statement. The Conservatoire’s Data Processing Statement can be found at [www.cdd.ac.uk/policies/student-related-policies/](http://www.cdd.ac.uk/policies/student-related-policies/). Each Member School’s Data Processing Statement or equivalent policy can be found in the ‘Policies and Procedures’ Condition of the individual Member Schools’ websites.
- 14.2 This personal information is generally processed by each Controller for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies, including to the regulator (the Office for Students) and agencies of UK Government (eg as a condition of leave to remain in the UK). More specific details are set out in each Controller’s Data Processing Statement.
- 14.3 Member Schools of the Conservatoire for Dance and Drama will share, as necessary, information with the Conservatoire (including the central office of the Conservatoire and other members of Conservatoire Schools) and the validating university regarding student cases<sup>4</sup> which may include personal sensitive data as part of the fair and proper investigation and handling of a student case, and to maintain and enhance standards and good practice.
- 14.4 ‘As necessary’ means where it is necessary to share information regarding a student case in order to investigate and resolve it (including Appeal Panel hearings). All such information will be treated confidentially. If you have any questions or concerns regarding the School or Conservatoire’s procedures you should contact Rambert School of Ballet & Contemporary Dance in the first instance.
- 14.5 In the event that Rambert School of Ballet & Contemporary Dance becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, the School’s policies and procedures will apply and you should contact the School with any questions or concerns regarding the School’s policies and procedures.

## 15. Safeguarding and Communication with Parents

- 15.1 Rambert School of Ballet & Contemporary Dance has a policy on safeguarding children and vulnerable adults ([‘Safeguarding Policy’](#)), and on communication with the parents / guardians / named responsible adults of students who are under 18 years of age or in a vulnerable position.

## 16. Choice of Course activities

- 16.1 Subject to condition 19 (‘Events outside our control’) and our rights to make changes to Courses and/or to these terms and conditions under conditions 17 and 18, Rambert School of Ballet & Contemporary Dance will deliver the Foundation Degree Course as set out in the course summary document referred to in condition 3.3.

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<sup>4</sup> Student cases include, but are not limited to: student complaints; student non-academic misconduct cases (including cases of sexual misconduct); students excluded or suspended under the Emergency Powers; student Support Through Studies cases; student cases arising under the Policy on Sexual Misconduct, Harassment and Related Behaviours, related appeals under any of these procedures and/or any other School/Conservatoire student-related policy as relevant; other ‘cases’ relating to students.

- 16.2 The structure of the Foundation Degree course consists of projects which are self-directed and self-led by students. Notwithstanding this, Rambert School is a dynamic, wide-reaching and thriving community, and opportunities for individual and/or collaborative activities, either related to the Course or outside the Course, may arise during your studentship. In such circumstances, you may on occasion be asked to express preferences for which of the available collaborative or group performance/academic projects or similar activities you wish to undertake.
- 16.3 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 published information including prospectus and course summary, the School does not guarantee to accommodate the individual preferences of students in its allocation of collaborative or group academic/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/academic projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, the School (and, if applicable, the Conservatoire) will not be in breach of the contract.

## **17. Course changes, discontinuance, suspension and non-provision**

- 17.1 If it reasonably considers it to be necessary, Rambert School of Ballet & Contemporary Dance may make reasonable changes to the content, syllabus, mode of delivery or assessment, and/or timetable of the Foundation Degree Course set out in the prospectus and course summary document which:
- 17.1.1 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);
  - 17.1.2 will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
  - 17.1.3 are caused by matters outside our control (as set out in condition 19); and/or
  - 17.1.4 are in order to comply with changes in the law and/or the instructions of the School's or, as applicable, the Conservatoire's regulators (such as the Office for Students), the validating university, and/or any professional body.
- 17.2 Rambert School of Ballet & Contemporary Dance may discontinue, suspend and/or not provide Courses if there are insufficient numbers of student enrolments to make a Course viable and/or for any reason outside the Conservatoire's control (as set out in Condition 19). Where relevant, the [Conservatoire Student Protection Plan](#) may apply. In the event that Rambert School of Ballet & Contemporary Dance becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, the School will have a Student Protection Plan (SPP) that may apply where relevant. The School SPP will replace the SPP of the Conservatoire.
- 17.3 Where changes are to be made to Courses in accordance with condition 18.1 which are not significant, 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.
- 17.4 Rambert School of Ballet & Contemporary Dance defines 'significant changes' to a Course of study as changes requiring full approval by the validating university in accordance with that university's academic quality assurance processes which can be found on the validating university website.

- 17.5 In the unlikely event that Rambert School of Ballet & Contemporary Dance changes a Course significantly:
- 17.5.1 The 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);
  - 17.5.2 you will be entitled to withdraw from the Course by informing the School of this intention in writing;
  - 17.5.3 If you withdraw from Course, Rambert School of Ballet & Contemporary Dance and, if applicable, the Conservatoire, may (if reasonable to do so), refund Course fees and/or deposits paid in accordance with the [Conservatoire's Refunds and Compensation Policy](#) or (in the event that Rambert School of Ballet & Contemporary Dance becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, the School's equivalent policy) (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis) and where reasonably practicable, the School will offer you a place on a Course which the School deems a suitable alternative. Where such a Course is not delivered by Rambert School, any requirements for entry to that course will be at the discretion of the admitting institution and Rambert School will not be liable in the event that another institution refuses admission to that Course.
- 17.6 In the unlikely event that Rambert School of Ballet & Contemporary Dance discontinues, suspends and/or does not provide the Foundation Degree Course, in consultation with the validating university:
- 17.6.1 The 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);
  - 17.6.2 Rambert School will review the decision in accordance with the applicable Student Protection Plan (in consultation with the Conservatoire, as applicable) to determine appropriate refunds of Course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and
  - 17.6.3 Where reasonably practicable, the School will facilitate a move to an alternative course within the Conservatoire (if applicable) or with another provider.
- 18. Other changes to the contract**
- 18.1 Rambert School of Ballet & Contemporary Dance and, if applicable, the Conservatoire for Dance and Drama, 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:
- 18.1.1 in circumstances where the School and/or Conservatoire 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
  - 18.1.2 in circumstances which are caused by matters outside our control (as set out in condition 19); and/or
  - 18.1.3 in circumstances which reflect changes in relevant laws; and/ or
  - 18.1.4 in the event of changes to the requirements of the Conservatoire and/or Rambert School of Ballet & Contemporary Dance by their regulators (eg the Office for Students) and/or professional bodies; and/or



18.1.5 in the event of changes in Rambert School of Ballet & Contemporary Dance's validation arrangements, for example where the validating university determines to amend any of its regulations, policies or procedures which apply to your Course.

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

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

## **19. Events outside our control**

19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control. Notwithstanding this, Rambert School of Ballet & Contemporary Dance and the Conservatoire will take all reasonable actions to minimise and mitigate disruptions to the educational delivery caused by such events.

19.2 An event outside our control means any act or event beyond our reasonable control, including without limitation:

19.2.1 strikes, lock-outs or other industrial action or disputes (whether involving our workforce or any other party);

19.2.2 acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;

19.2.3 war (whether declared or not) or threat or preparation for war;

19.2.4 riot, civil commotion, invasion;

19.2.5 an actual, suspected or threatened act of terrorism;

19.2.6 fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;

19.2.7 national emergencies;

19.2.8 breakdown of plant or machinery;

19.2.9 default of suppliers and/or sub-contractors; or

19.2.10 failure of public or private telecommunications networks.

19.3 If an event outside our control takes place that affects the performance of our obligations under the contract:

19.3.1 we will contact you as soon as reasonably possible to notify you; and

- 19.3.2 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.

## **20. Complaints procedure**

- 20.1 Rambert School of Ballet & Contemporary Dance and the Conservatoire welcome feedback on your experience of being a student and we look to make improvements where we can. If you have a complaint after you have enrolled as a student, you may make a complaint using the relevant Student Complaints Procedure, which outlines the roles and responsibilities of the School, the Conservatoire (if applicable), and the validating university in relation to your complaint:
- 20.1.1 For students at Rambert School of Ballet & Contemporary Dance, on a Course of study validated by the University of Kent, the Conservatoire Student Complaints Procedure should be used. In the event that Rambert School of Ballet & Contemporary Dance becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, the School Student Complaints Procedure (or equivalent policy) should be used as the School procedure will replace that of the Conservatoire.
- 20.1.2 In the case of academic complaints, or non-academic complaints about a service provided by the University of Kent, the Conservatoire Student Complaints Procedure sets out your right of recourse to the University of Kent. In the event that Rambert School of Ballet & Contemporary Dance becomes independently registered with the Office for Students and ceases to be a Member School of the Conservatoire for Dance and Drama, this right will not change and the School Student Complaints Procedure will set out your right of recourse to the University of Kent.
- 20.1.3 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 (<https://www.oiahe.org.uk/students/>).

## **21. Admission to further Courses of higher education (e.g. BA (Hons) 'Top Up' degree; Postgraduate Certificate etc)**

- 21.1 Successful completion of a Course of higher education with Rambert School, the Conservatoire and any other of its Member Schools does not guarantee progression and admission to a related Course at a higher level of study at either undergraduate or postgraduate level in any School (e.g. the completion of a two year Foundation Degree with Rambert School does not guarantee progression and admission to a related one year Bachelors Honours (BA Hons) top up degree Course with Rambert School or with a different Member School of the Conservatoire; the completion of a Postgraduate Diploma does not guarantee progression and admission to a related or relevant Masters (MA) Course).
- 21.2 Progression and/or admission onto any undergraduate or postgraduate Course will be subject to satisfying the respective admissions requirements for each Course, in accordance with the published procedures and requirements for admission to those Courses.

## **22. Notices**

- 22.1 If you have any questions about the contract or any of these terms and conditions, please contact [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk).
- 22.2 In the event that you need to contact Rambert School of Ballet & Contemporary Dance, please send your communication by email or in writing to the named School contact as named in your offer letter.

- 22.3 If Rambert School of Ballet & Contemporary Dance and/or the Conservatoire needs to contact you by email or in writing, such communication will normally be sent to your School email address and the last contact email address provided by you to the School. We may also issue such communication to the postal address that we have on record for you. Neither Rambert School nor the Conservatoire holds any liability for communications not received that we have issued to email or postal address details that we hold on record for you as it is your responsibility to ensure that the contact email address and postal address that Rambert School of Ballet & Contemporary Dance and the Conservatoire hold for you on file are kept up to date.

## 23. Your right to cancel

### ***Your right to cancel within the first 14 days of entering the contract***

- 23.1 Your right to cancel in this condition 23 is additional to your right to withdraw from the Course (as set out in condition 8 of these Terms and Conditions 'Termination of contract and enrolment').
- 23.2 When we confirm your place on the Foundation Degree Course, a legal contract is formed with Rambert School of Ballet & Contemporary Dance and, as applicable, the Conservatoire (as explained in Condition 3 of these Terms and Conditions 'Our contract with you').
- 23.3 For the avoidance of doubt, your place on the Foundation Degree Course at Rambert School of Ballet & Contemporary Dance is only confirmed when you receive, in response to your acceptance of the School's offer of a place, an email from Rambert School of Ballet & Contemporary Dance confirming that you have been accepted onto the Course.
- 23.4 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the date of Rambert School of Ballet & Contemporary Dance's written confirmation of your place on the course without giving any reason. The cancellation period will expire after 14 days from the day of Rambert School's written confirmation of your place on the course.

### ***Exercising the right to cancel (pre-enrolment)***

- 23.5 To exercise the right to cancel, you must inform us of your decision to cancel this contract by written notification, normally submitted by e-mail. You should exercise your right to cancel by notifying the School by emailing the contact details provided in your offer letter. You may use the attached model cancellation form for these purposes (Appendix 1 to these Terms and Conditions).
- 23.6 To meet the pre-enrolment 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.
- 23.7 If you cancel this contract within the pre-enrolment 14-day cancellation period, we will reimburse to you all payments received from you.
- 23.8 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract. Please see also the [Rambert School Course Deposit Policy](#).

### ***Post-enrolment cancellation and contractual 'cooling period'***

- 23.9 Rambert School understands that sometimes a student enters into a contract with us in good faith, but upon arrival and enrolment at the School they determine that it is not the right decision for them to continue on the Course. For this reason, we have a post-enrolment contractual cooling period. This means that you have the right to withdraw from your course up to and including the end of Week 2 of Term 1 without incurring any tuition fee liability, although you may incur other costs that the School is not liable for (please see the [Undergraduate Fees Policy](#) for further information and also the [Rambert School Course Deposit Policy](#) for information about Course Deposits).

23.10 Please also see Conditions 3 (Our Contract with You) and 8 (Termination of Contract and Enrolment) of these Terms and Conditions for further information on the post-enrolment contractual 'cooling period'.

**24. Other important terms**

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

# RAMBERT SCHOOL OF BALLET & CONTEMPORARY DANCE

## Terms and Conditions

### Appendix 1 Cancellation Form

This form may be used to cancel the contract with Rambert School of Ballet & Contemporary Dance and, if applicable, the Conservatoire for Dance and Drama, for a place on a Course of higher education.

In order to cancel the contract:

- Complete this form;
- Within 14 calendar days of the date that your acceptance of a place was confirmed in writing by the School, email the completed form to Rambert School to: [admissions@rambertschool.org.uk](mailto:admissions@rambertschool.org.uk)

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#### STUDENT NOTIFICATION OF CANCELLATION OF CONTRACT

I ['student name'] \_\_\_\_\_

hereby give notice that I cancel my contract for the supply of the following service:

**Course of Higher Education level study**

Course of study applied for: \_\_\_\_\_

Date I originally confirmed my acceptance of the offer: \_\_\_\_\_

Date the School confirmed my place following my acceptance of the offer: \_\_\_\_\_

Name of student: \_\_\_\_\_

Address of student: \_\_\_\_\_

*[Optional]* Reason for cancellation: \_\_\_\_\_

Signature of student: \_\_\_\_\_

Date this form was completed and signed: \_\_\_\_\_