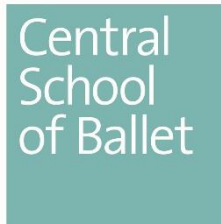


**Central School of Ballet**  
**TERMS AND CONDITIONS**  
**FOR STUDENTS**  
**September 2022 Entry and onwards**



***These Terms and Conditions apply to all undergraduate courses of the Central School of Ballet (CSB):***

- ***The Foundation Degree Course in Professional Dance and Performance***
- ***The BA (hons) Top-up Course in Professional Dance and Performance***

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**This document sets out the terms and conditions between Central School of Ballet (Central) and students on our undergraduate higher education courses. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions, together with other policies and procedures of the School, will become binding on you (and also your parent / guardian / named responsible adult if you are under 18) and us when a contract is formed between us in accordance with condition 2 of these terms and conditions.**

**IMPORTANT TERMS OF THIS CONTRACT**

Central would like to bring to your attention the following important terms of this contract. Please also refer to Section 3 of this contract for further information on important terms.

- 1.1 These terms and conditions govern the relationship between you and Central School of Ballet and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents. By accepting Central's offer of a place on a Course, you (and your parent / guardian / named responsible adult if you are under 18) accept these terms and conditions in full, which along with your offer and Central's rules, regulations, policies and procedures form the contract between you (and your parent / guardian / named responsible adult if you are under 18) and Central, in relation to your studies at the School.**
  
  - 1.2 These terms and conditions will become binding on you and us when we confirm your place on a course of higher education in writing following your written acceptance of an offer, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed**
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between you and Central on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document, and the terms and conditions set out in the policies and regulations listed in Section 3 of this contract.

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

- 1.3 For students paying Home undergraduate fees who are new entrants to a Course of higher education at Central 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 [Central School of Ballet's Fees Policy](#), Annex A to these Terms and Conditions.
- 1.4 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 International fees***

- 1.5 For students paying International undergraduate fees who are new entrants to a Course of higher education at Central in 2022/23 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter may be increased in further years of study but will not exceed 5% in any one year.
- 1.6 If you do not pay Course fees in accordance with these terms, Central 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 Central in accordance with its Fees Policy. If you cease to be a student of Central, because for example you withdraw or Central terminates your registration, you may still be liable for any Course fees and/or other charges which are outstanding, in accordance with the Fees Policy.
- 1.7 You should be aware that the majority of the Courses of study and their assessments can be physically demanding. In addition, learning dance by its very nature include elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. For this reason, we 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 sets out this is a mandatory requirement.
- 1.8 Health care can be obtained free of charge from the NHS for 'home students'<sup>2</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.

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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.

## **Validating University**

**1.9 The degrees delivered by Central School of Ballet, are validated and awarded by the University of Kent.**

**1.10 For the purposes of this contract:**

- **Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in the relevant Course Summary document for each Course of higher education. Please see also the Central's Fees Policy.**
- **Information about additional costs is contained in Section 10 of this contract.**

**Key material information relating to these terms and conditions (such as policies and course information) can be located on the Central School of Ballet website: [www.centralschoolofballet.co.uk](http://www.centralschoolofballet.co.uk)**

## **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. Central’s 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 Central, 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 Central remains current, even though you will not be enrolled for the period of time out you are taking (please also see the section ‘Registration’ below, for further information). Depending on the length of time away from studies that you need to take, this may or may not have an impact on the point at which you can re-join your course and resume your studies, and in some instances you may be required to restart a module or academic year from the start. Intermitting or interrupting your 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 Central will communicate with where necessary, with regard to any aspect of your study. If you have any questions about this, you should contact a member of staff at Central 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 Central School of Ballet.

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

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

**Queries and Enquires**

Queries and enquires about these Terms and Conditions should be addressed in writing to the Senior School Manager.

**Central School of Ballet**  
**TERMS AND CONDITIONS FOR STUDENTS**  
**September 2022 Entry and onwards**

**2. Introduction**

- 2.1 Due to the nature of the intensive training provided in its higher education courses, Central may have rules, policies, procedures and regulations that are different from other institutions. In registering on a Course of higher education with us, you are embarking on a professional training course and these rules and regulations are part of the framework that will support you in understanding the artistic discipline(s) and related industries in and for which you are training . Please ensure you read the Central School of Ballet Code of Behaviour, and the other documents referred to in condition 2.3 below, which contain these rules, policies, procedures and regulations, and form part of the terms and conditions of your contract with Central.
- 2.2 Central is a 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. You will be registered with Central. Degrees and other higher education qualifications to which Courses offered by Central lead are validated by the University of Kent.
- 2.3 By agreeing to these terms and conditions, you also agree to abide not only by the Central'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 Central, as summarised in these terms and conditions. Please see Section 3 of these Terms and Conditions for further information about such regulations, policies and procedures.

**3. Our contract with you**

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

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

- 3.2 Both undergraduate and postgraduate applicants receive their offer of a place to study from Central School of Ballet. However, 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 Central has confirmed the place in writing.

**3.3 These terms and conditions will become binding on you and us when we confirm your place on a Course of higher education in writing following your written acceptance of an offer, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and Central School of Ballet on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document, and the terms and conditions set out in:**

3.3.1 Central School of Ballet regulations and policies as provided on the school's website, as updated from time to time, found at [Policies & Procedures - Central School of Ballet](#), including but not limited to:

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

3.3.2 Central's regulations and policies are provided in the Student Handbooks and can be located on the School's website.

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

3.3.4 The summary course document relevant to your Course of study, a link to which is available at <https://www.centralschoolofballet.co.uk/training/degree-courses/>

**3.3.5 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://media.www.kent.ac.uk/se/19884/cf2020-annex13-appeals.pdf>

- 3.3.6** All other rules, regulations and policies made by Central, or which are established by the Central and the University of Kent which are applicable to your studies at Central, you will be notified about.
- 3.4 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the Senior School Manager.
- 3.5 In the event of a conflict between these terms and conditions and the academic regulations, academic policies and/or academic procedures of the University of Kent which apply to your studies, the academic regulations, academic policies or academic 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 3.3 which apply to your studies, these terms and conditions shall take precedence.
- 3.6 The contract may be ended by Central and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified in condition 3.3, above. For example, failure to comply with the code of conduct could result in Central taking action against you under the Non-Academic Misconduct policy, which could result in termination by Central of your enrolment on your course and of the contract.
- 3.7 It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (i.e. does not omit information you have been asked to provide). Please see Section 4 of the [Admissions Policy](#) 'False, fraudulent or misleading information provided by applicants' for further information.
- 3.8 Breach of any condition will be addressed according to your registration status. If you have accepted your offer but have not yet registered and enrolled for your Course, this contract may be terminated immediately by Central, at our discretion. Once you are a registered and enrolled student, disciplinary proceedings may be brought against you under the Non-Academic Misconduct Policy which may result in sanctions including suspension or expulsion from Central and your Course.
- 3.9 For the avoidance of doubt, a student will be deemed to be 'registered' by Central once we have notified you in writing that your acceptance of the offer of a place has been confirmed. A student will be deemed to be 'enrolled' once they have undertaken the enrolment process with Central at the start of each academic year. Registered students are



required to enroll with Central at the start of each academic year in order to maintain their registration.

### ***Visa and immigration requirements***

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

## **4. Application and admission to Central School of Ballet**

- 4.1 The [Admissions Policy](#), sets out the Central's framework for applying and being admitted to Central. The Policy includes details of the Central's 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 as soon as you apply or at any time during the admissions process, in order that we can best support you through your studies. Central may tailor individual support plans to students under the [Support Through Studies Policy](#), either prior to enrolment or at any time on the Course once enrolled. Disabled students are encouraged to disclose their support requirements so that we can endeavour to meet them during the audition process and subsequent training. Failure to disclose your disability may mean that you will not get the support to which you are entitled, and any necessary adjustments may be delayed or may not be made.

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

- 4.3 Central's Courses involve demanding physical dance training. We will therefore routinely request whether applicants have any pre-existing injury or condition that they wish to disclose prior to commencing studies, in order that they can be appropriately supported. Where candidates do not disclose a pre-existing
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injury or condition ahead of commencing their studies, or enrolled students fail to disclose injuries or conditions arising after enrolment, Central accepts no liability for any exacerbation or impact upon such an injury or condition. For further information, please also see Section 11 of these Terms and Conditions, 'Risk of Injury and Health Insurance'.

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

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

### ***Criminal convictions***

- 4.5 Having a criminal record is not necessarily a bar to training with Central School of Ballet. We 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.

## **5. Enrolment and Re-enrolment**

- 5.1 Your place on a Course with Central will be conditional on you complying with the relevant enrolment conditions and requirements, including any conditions relating to your fees, and enrolling at the start of your course and at the start of each subsequent academic year.
- 5.2 You must enrol at the designated session at the start of your course, as set out in your introductory information and induction pack provided by Central. If you cannot or do not enrol at the designated session you must provide us with a reason for your non-enrolment which is acceptable to Central 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 Central School of Ballet and this contract shall be terminated.
- 5.3 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by Central; we will exercise our discretion in our consideration of a request to defer a place for enrolment, particularly where a deferral may be a reasonable adjustment for a disabled student.
- 5.4 Failure to enrol at the start of your Course in accordance with the conditions set out in Section 5 of these Terms and Conditions will result in your relationship with Central and this contract being terminated and you will need to reapply from the start to be considered for a place to study at Central in a future year. This is the case regardless of whether you have previously completed a course with Central.
- 5.5 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe any Course fees and have not been suspended from the course for any reason including, for example, relating to proceedings brought under any of Central's 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 us with a reason for your non-enrolment which is acceptable to Central 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 Central 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 Central School of Ballet community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at Section 3 above. Copies of Central's policies and procedures can be obtained from the website at [Policies & Procedures - Central School of Ballet](#). 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 Code of Behaviour, and our Codes of Conduct. Information about our Codes of Conduct can be found in the Student Handbook. Please also see Sections 3 and 11 of these Terms and Conditions.

- 6.2 Your obligations to Central School of Ballet are to:
- 6.2.1 Pay your Course fees and other required fees when due, as set out in the Fees Policy and in the offer letter. If you cease to be a student of Central, because for example you withdraw from your course or Central terminates your enrolment, for example due to non-payment of fees, you may still be liable for any outstanding fees (see Section 9 below).
  - 6.2.2 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by us for the use of resources and facilities as set out in the Codes of Conduct.
  - 6.2.3 Participate actively in your training, including meeting the Course requirements and our rules around attendance, which do not allow for absence other than in mitigating circumstances, and do nothing that will hinder or interfere with the training of other students.
  - 6.2.4 Meet assessment deadlines and related assessment requirements, including attendance requirements for continuous or performance-based assessment.
  - 6.2.5 Familiarise yourself with and comply with the relevant Regulations of the University of Kent, Central's codes of conduct and all other rules and regulations, policies and procedures listed as condition 2.3 above which govern the operation of your Course and your relationship with Central.
  - 6.2.6 Comply with the terms of your visa (if applicable).

## **7. Our obligations to you**

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

## **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 Central by sending an email or letter to the Senior School Manager. Any such withdrawal will take effect when Central 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 Central.

- 8.2 Central School of Ballet may terminate this contract and your registration if, in accordance with these terms and conditions and the appropriate regulation, policy or procedure:
- 8.2.1 you do not pay your tuition (Course) fee when due;
  - 8.2.2 you fail to disclose relevant information to Central or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your Course;
  - 8.2.3 your student status is terminated (for example, under the Non-Academic Misconduct Policy), or in the case of an international student requiring immigration permission to enter or remain in the United Kingdom, if Central removes its sponsorship from your visa; and/or
  - 8.2.4 you materially breach any of the terms and conditions of the contract: for example, failure to abide by health and safety requirements in line with theatre industry guidelines or serious cases of non-approved absence, or serious breach of the Code of Behaviour, Non-Academic Misconduct Policy, Policy on Sexual Misconduct, Harassment and Related Behaviours, and/or the Code(s) of Conduct;
- 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 Central's Fees Policy.
- 8.4 On termination of the contract and your enrolment, you must return any property owned by the School to the designated staff member at the School (i.e. locker key).

## **9. Intermission/Interruption of studies**

- 9.1 You may be permitted to intermit your studies (also known as 'interruption of studies'), with permission from Central in accordance with the academic regulations of the University of Kent and the requirements of your Course. 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 Course.
- 9.2 Central may, on occasion and in line with the Support Through Studies policy, the academic regulations of the University of Kent 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, Central 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 us 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 section sets out key conditions relating to fees. You should consult the [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 and Central, including but not limited to circumstances in which sums paid to Central will be refunded. It also sets out the potential consequences if you fail to make payment, which includes (for unpaid academic fees and charges) Central'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 Central taking legal action against you to recover outstanding amounts.
- 10.3 Central may require you to pay a Course Deposit to confirm the offer of a place on the Course. Please see Central's Course Deposit Policy for further information. The Course Deposit Policy is published on their School website in the 'Policies and Procedures' section. For any queries regarding the Course Deposit, please contact the Senior School Manager.

### ***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 Course of study at Central. The Course fee status will be assessed and determined by Central. Course fee status will be set as either 'Home' or 'International' and will be confirmed at the point of offer, in the offer letter.

### ***Fee increases: Students paying Home fees***

- 10.5 For students paying Home fees who are new entrants to a course of higher education at Central 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 [Fees Policy](#), Annex A to these Terms and Conditions.
- 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.

### ***Fee increases: Students paying International fees***

- 10.7 For students paying International undergraduate fees who are new entrants to a course of higher education at Central in 2022/23 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter may be increased in further years of study but will not exceed 5% in any one year.

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

- 10.8 Any associated additional costs shall be set annually by Central and published in the relevant course summary document.

### ***Additional costs***

- 10.9 Course fees do not include health insurance and some personal materials, such as uniform, practice clothes/kit and a laptop. You should look on the relevant Course Summary Document for your course for more information on additional costs.
- 10.10 The specialist equipment used in dance can be expensive, but it is normally possible for Central to supply you with access to the equipment you will need for your course. There are some exceptions, notably any apparatus which has to be custom made or made to fit the student. Information on additional costs is found in the relevant Course Summary document, and you are advised to contact Central for any further information.

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

- 10.11 It is your responsibility (and the responsibility of your parent / legal guardian / named responsible adult if you are under 18) to ensure that all deposits, tuition and other Course fees and charges payable to Central 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 to a different schedule of instalments, Course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the Fees Policy.
- 10.12 If you are paying your Course fees with a government-sponsored loan, you must provide proof to Central before enrolment that you have the necessary finance in place. If you are not able to provide proof, Central may require that you pay the first instalment of your fees yourself.
- 10.13 Where Central exceptionally permit attendance whilst a Course fee instalment is outstanding, the period of attendance with outstanding Course fees will not normally exceed one month from the date that the instalment is due. Where an alternative instalment plan has not been agreed Central reserves the right to suspend or withdraw the student in accordance with Section 10 of these Terms and Conditions for non-payment of Course fees. Please note that if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment.
- 10.14 **If you do not pay Course fees in accordance with these terms, Central School of Ballet 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 Central in accordance with its Fees Policy. If you cease to be a student of Central, because for example you withdraw or Central 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](#) (Annex A to these Terms and Conditions).**

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

- 11.1 Central 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, Central understands and complies with our 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 School's Codes of Conduct. The Student Handbook, published on our website, sets out where School Codes of Conduct can be found. 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 facilities as soon as reasonably practicable to a member of staff.
- 11.3 You should be aware that the Courses of study and their assessments can be physically demanding. In addition, dance by its very nature include elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. For this reason we 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 this mandatory requirement.
- 11.4 Health care can be obtained free of charge from the NHS for 'home students'<sup>5</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 the Senior School Manager for information and advice regarding medical/health insurance.

## **12. Personal equipment and other property**

- 12.1 Central School of Ballet can accept no responsibility or liability for loss or damage to your equipment or other property which is incurred at the Countess of Wessex Studios or elsewhere in the course of your studies.

## **13. Intellectual property**

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- 13.1 Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trade marks, rights in designs, rights in computer software, database rights and other intellectual property rights, whether registered or unregistered.
- 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 Central during your course.
- 13.3 By signing these Terms and Conditions you are agreeing to Central using photographic images and/or recordings for publicity/marketing/other legitimate purposes (such as demonstrating the training of the various artistic disciplines delivered by Central). You may withdraw your consent for us to use these images/recordings at any time by writing to us via email.

#### **14. Data Protection**

- 14.1 Central School of Ballet (“Controller”) collects, holds and otherwise processes ‘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 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 the Controller’s Data Processing Statement. Central’s Data Processing Statement can be found in the ‘Policies and Procedures’ section of our website.
- 14.2 This personal information is generally processed by the Controller for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies, including to the regulator (the Office for Students) and agencies of UK Government (eg as a condition of leave to remain in the UK). More specific details are set out in our Data Processing Statement.
- 14.3 Central will share, as necessary, information with the University of Kent regarding student cases<sup>1</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. ‘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 Central’s procedures you should contact the Senior School Manager.

#### **15. Safeguarding and Communication with Parents/ Legal Guardians**

- 15.1 Central has a policy on safeguarding children and vulnerable adults, and on communication with the parents / guardians / named responsible adults of students who are under 18 years of age or in a vulnerable position.

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<sup>1</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 student-related policy as relevant; other ‘cases’ relating to students.

## **16. Choice of Course activities**

- 16.1 Subject to condition 18 (events outside our control) and our rights to make changes to Courses and/or to these terms and conditions under conditions 17 and 18 Central will deliver Courses as set out in the current prospectus and the course summary document referred to in condition 3.3.4. However, you should note that the structure of Courses of study at Central can often require students to undertake a number of small group performance projects and similar activities, and you may on occasion be asked to express preferences for which of the available group performance projects or similar activities you wish to undertake. Whilst we undertake to provide each student with an appropriate range of opportunities throughout the duration of the course as set out in the published information including prospectus and course summary, we can not guarantee to accommodate the individual preferences of students in its allocation of performance projects or similar activities to students, although we will make reasonable endeavours to meet student preferences. Consequently, you may not get to take part in the group performance projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, the Central 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, Central may make reasonable changes to the content, syllabus, mode of delivery or assessment, and/or timetable of Courses set out in the prospectus and course summary document which:
- 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 you 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 Central's regulators (such as the Office for Students), the University of Kent, and/or professional body.
- 17.2 Central 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 school's control (as set out in Condition 19). Where relevant, the Student Protection Plan may apply.

- 17.3 Where changes are to be made to Courses in accordance with condition 18.2 which are not significant, Central 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 Central defines 'significant changes' to a Course of study as changes requiring full approval by the University of Kent in accordance with their academic quality assurance processes which can be found on the university website.
- 17.5 In the unlikely event that Central changes a Course significantly:
- 17.5.1 Central 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 Central of this intention;
  - 17.5.3 If you withdraw from Course, Central may (if reasonable to do so), refund Course fees and/or deposits paid in accordance with the [Refunds and Compensation Policy](#) (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis).
- 17.6 In the unlikely event that Central School of Ballet discontinues, suspends and/or does not provide a Course, in consultation with the University of Kent:
- 17.6.1 Central 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 Central will review the decision in accordance with the [Student Protection Plan](#) to determine appropriate refunds of Course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis).
- 18. Other changes to the contract**
- 18.1 Central 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 Central 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 Central by our regulators (e.g. the Office for Students) and/or professional bodies; and/or
  - 18.1.5 in the event of changes in Central's validation arrangements, foreexample where the University of Kent 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 Central to make changes to these terms and conditions, including to respond to the factors identified under condition 17 'Course changes, discontinuance, suspension and non-provision'. Where changes are made, these will normally be brought into effect at the start of the next academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify students of any proposed changes to these terms and conditions as soon as is reasonably practicable and will seek student agreement to significant change (as defined in Section 17 of these Terms and Conditions).

## **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, Central 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 Central School of Ballet welcomes 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 Central and the University of Kent in relation to your complaint.
- 20.2 In the case of academic complaints, or non-academic complaints about a service provided by the University of Kent, the Student Complaints Procedure sets out your right of recourse to the University of Kent. 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/>).

## **21. Admission to further Courses of higher education with Central (e.g. BA (Hons) 'Top Up' degree; MA Course)**

- 21.1 Successful completion of a Course of higher education with Central 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 does not guarantee progression and admission to a related one year Bachelors Hons (BA Hons) top up degree 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 these Courses.

## **22. Notices**

- 22.1 If you have any questions about the contract or any of these terms and conditions, please contact the Senior School Manager
- 22.2 If Central needs to contact you by email or in writing, such communication will be sent to the last contact email address or postal address provided by you to us. It is your responsibility to ensure that the contact email address and postal address that we hold

for you on file are kept up to date.

### **23. Your right to cancel within the first 14 days**

- 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 above).
- 23.2 When we confirm your place on a Course of study at Central, a legal contract is formed with Central School of Ballet (as explained in Section 3 of these Terms and Conditions). For the avoidance of doubt, your place on a Course of study at Central is only confirmed when you receive, in response to your acceptance of the offer of a place, an email from us confirming that you have been accepted onto the Course.
- 23.3 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the date of Central's written confirmation of your place on the course without giving any reason.
- 23.4 The cancellation period will expire after 14 days from the day of the conclusion of this contract.

#### ***Exercising the right to cancel***

- 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 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 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 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.

### **24. Other important terms**

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

# Central School of Ballet

## Terms and Conditions

### Appendix 1 Model Cancellation Form

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

In order to cancel the contract:

- Complete this form;
- Within 14 calendar days of the date that your acceptance of a place was confirmed, email the completed form to the Senior School Manager

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#### STUDENT NOTIFICATION OF CANCELLATION OF CONTRACT

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

hereby give notice that I cancel my contract with Central School of Ballet 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 Central 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: \_\_\_\_\_