



## **CENTRAL SCHOOL OF BALLET MA CHOREOGRAPHY**

### **TERMS AND CONDITIONS FOR STUDENTS New Entrants from January 2023**

***These Terms and Conditions apply to the Central School of Ballet MA Choreography course. They do not apply to any other courses, including other courses of higher education delivered by Central School of Ballet.***

***Please note that the Fees Policy for the MA Choreography (January 2023 entry) forms part of these Terms and Conditions as Annex A.***

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**This document sets out the terms and conditions between Central School of Ballet and students on the MA Choreography Course. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents. These terms and conditions, together with policies and procedures of the School, will become binding when a contract is formed between us in accordance with condition 3 of these terms and conditions.**

#### **IMPORTANT TERMS OF THIS CONTRACT**

The School 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 (“the School”) 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 MA Choreography Course, you accept these terms and conditions in full. These terms and conditions along with your offer and the School’s rules, regulations, policies and procedures, in addition to the rules and regulations of the University of Kent as applicable, form the contract between you and the School, 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 the MA Choreography course 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 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 fees***

- 1.3 For students paying Home or Overseas fees who are new entrants to the MA Choreography Course in 2022/23 the Course fees will be confirmed in your offer letter
- 1.4 If you do not pay Course fees in accordance with the MA Fees Policy, 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. 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 Fees Policy.
- 1.5 For more information on the Terms and Conditions relating to Course fees, please consult the [MA Choreography Fees Policy](#), Annex A to these Terms and Conditions.
- 1.6 You should be aware that some of the Course learning activities can be physically demanding. In addition, ballet and other dance making 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.
- 1.7 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 the School for information and advice regarding medical insurance.

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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.

## **OTHER IMPORTANT INFORMATION RELATING TO THIS CONTRACT**

### **Validating University**

- 1.8 **The degrees delivered by Central School of Ballet are validated and awarded by the University of Kent.**
- 1.9 **For the purposes of this contract:**
- **Course fees include: tuition, learning resources and assessment costs, and are set out in the relevant Course Summary document for the MA Choreography. Please see also the MA Choreography Fees Policy (Annex A to these Terms and Conditions).**
  - **Information about Course fees and additional costs is contained in Section 10 of this contract; please see also the MA Choreography Fees Policy (Annex A to these Terms and Conditions).**

**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)**

**The academic regulations that govern the delivery of the MA Choreography can be found on the website of the validating university, the University of Kent:**

- **<https://www.kent.ac.uk/teaching/qa/regulations/index.html>**

### **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.

**‘Enrolment’** The process by which you formally confirm that you are beginning 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 is completed on your first day of attendance at the School.

**‘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 School 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.

**‘Registration’** is the final part of the admissions process, where you confirm the personal details we hold for you which you provided in your application 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.

**'Regulated activity'** is defined by the UK government<sup>2</sup> as follows:

The definition of regulated activity (i.e., work that a barred person must not do) in relation to children comprises, in summary:

- i. unsupervised activities: teach, train, instruct, care for or supervise children, or provide advice/ guidance on well-being, or drive a vehicle only for children;
- ii. work for a limited range of establishments ('specified places'), with opportunity for contact: e.g., schools, children's homes, childcare premises. Not work by supervised volunteers.

Work under (i) or (ii) is regulated activity only if done regularly (see link at footnote 6 for details of how 'regularly' is defined).

Regulated activity in the context of a course of study at the School normally (but not exhaustively) refers to activities which involve working closely with children/other vulnerable individuals such as caring for, training, supervising, or being solely in charge, which may exclude the normal criminal convictions exemptions under the Rehabilitation of Offenders Act 1974. For further details, please see the government guidance<sup>3</sup> at the following link:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/299916/rehabilitation-of-offenders-guidance.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/299916/rehabilitation-of-offenders-guidance.pdf)

**'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 University of Kent.

### **Queries and Enquires**

Queries and enquires about these Terms and Conditions should be addressed in writing to the School via email to [info@csbschool.co.uk](mailto:info@csbschool.co.uk).

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<sup>2</sup> For more in point definitions of regulated activity, see Government guidance for [adults](#) and [children](#)

<sup>3</sup> Where an enhanced DBS check is required as part of a programme of study, this may disclose convictions which are not deemed 'relevant' but which may be material to the terms of undertaking

**CENTRAL SCHOOL OF BALLET  
MA CHOREOGRAPHY**

**TERMS AND CONDITIONS FOR STUDENTS  
(New Entrants from January 2023)**

**2. Introduction**

- 2.1 Due to the nature of the intensive training provided in its higher education courses, Central School of Ballet may have rules, policies, procedures and regulations that are different from other institutions. In registering on the MA Choreography Course with us, you are embarking on a professional higher education 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 the course is designed. Please ensure you read the [School's Code of Behaviour](#) along with 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 the School.
- 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. The MA Choreography Course is validated by the University of Kent (the 'validating university').
- 2.3 By agreeing to these terms and conditions, you also agree to abide not only by the 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 the School, 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 ("the School") 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 MA Choreography Course, you accept these terms and conditions in full. These terms and conditions along with your offer and the School's rules, regulations, policies and procedures, in addition to the rules and regulations of the University of Kent, 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 Applicants to the MA Choreography Course receive their offer of a place to study directly 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 and Central School of Ballet 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 the MA Choreography 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 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 website, as updated from time to time, found at: <https://www.centralschoolofballet.co.uk/about-us/policies-procedures/>, 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 Handbook and can be located on the School's website.

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

3.3.4 The course summary document relevant to the MA Choreography Course is available at <https://www.centralschoolofballet.co.uk/about-us/policies-procedures/>

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 the School documents should be referred to the Senior School manager: [Josh.Yeardley@csbschool.co.uk](mailto:Josh.Yeardley@csbschool.co.uk) or to [info@csbschool.co.uk](mailto:info@csbschool.co.uk).
- 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 validating university, 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 3.3 which apply to your studies, these terms and conditions shall take precedence.
- 3.6 The contract may be ended by the School and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified in condition 3.3, above. For example, failure to comply with the School's codes 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.
- 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 the School. Once you are a registered and enrolled student, disciplinary proceedings may be brought against you under the Non-Academic Misconduct Policy in force at the current time during your registration on the Course, which may result in sanctions including suspension or expulsion from the institution and your Course.

For the avoidance of doubt, you will be deemed to be 'registered' by the School once the Central School of Ballet has notified you in writing that your written acceptance of the offer of a place has been received and confirmed. You will be deemed to be 'enrolled' once you have undertaken the enrolment process which will commence in the weeks preceding the start of the course. Your enrolment is completed on the first day of attendance.

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

- 3.9 Central School of Ballet is a sponsor for the purposes of sponsoring students who wish to study here from outside the EEA<sup>4</sup> 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 overseas (international) students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements. Central School of Ballet must comply with its duties under immigration law and as a result may have to withdraw sponsorship of your Student Route visa for a number of

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<sup>4</sup> As the United Kingdom has left the EU, this term may be amended where the UK government/EU determine new requirements regarding Student route visas are extended to students from countries inside the EEA.

reasons. Queries regarding visas should be addressed directly to the Senior School Manager [Josh.Yeardley@csbschool.co.uk](mailto:Josh.Yeardley@csbschool.co.uk) or to [info@csbschool.co.uk](mailto:info@csbschool.co.uk).

- 3.10 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 School's framework for applying and being admitted to Central. The Policy includes details of the School'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 learning experience. 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 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'.
- 4.4 Central School of Ballet 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. 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.

#### ***Criminal records check***

- 4.5 The MA Choreography Course has a compulsory element involving 'regulated activity'<sup>5</sup> that requires a criminal records check (enhanced Disclosure and Barring Service, or 'DBS' check). Therefore, applicants will normally be required to undertake a criminal record check before an applicant's accepted place can be confirmed by the School.
- 4.6 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

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<sup>5</sup> For more information on 'regulated activity' please see the definition above and the Criminal Records Policy at [Policies & Procedures - Central School of Ballet](#)



a risk assessment in accordance with the procedures under the Criminal Records Policy.

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

- 5.1 Your place on the Course 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.
- 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.

## **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. Information about our Code of Behaviour 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 overseas (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 the MA Choreography Fees Policy (Annex A to these Terms and Conditions).

- 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. If you are uncertain about this, you should contact the School immediately to seek clarification about returning such property.

## **9. Intermision/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 [MA Choreography 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 the MA Choreography Course. The Course fee status will be assessed and determined by Central. Course fee status will be set as either 'Home' or 'Overseas' 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 the MA Choreography Course in 2022/23 or new entrants to the Course in subsequent years, the Course fees will be confirmed in your offer letter. Fees may increase at each entry 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](#), AnnexA 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 Overseas fees***

- 10.7 For students paying Overseas undergraduate fees who are new entrants to the MA Choreography Course in 2022/23 or new entrants to the Course in subsequent years, the Course fees will be confirmed in your offer letter. Fees may increase at each entry year but will not exceed 5% from one year to the next.

### ***Associated additional Course cost***

- 10.8 Any associated additional course costs for the MA Choreography shall be set annually by Central and published in the relevant course summary document.
- 10.9 Course fees do not include some personal materials, such as practice clothes/kit and books. You should look on the relevant Course Summary Document for your course for more information on additional costs.
- 10.10 Information on additional costs is found in the relevant Course Summary document, and you are advised to contact the course lead or [info@csbschool.co.uk](mailto:info@csbschool.co.uk) for any further information.

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

- 10.11 It is your responsibility 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 School of Ballet before enrolment that you have the necessary finance in place. If you are not able to provide proof, the School may require that you pay the first instalment of your fees yourself.
- 10.13 Where Central exceptionally may 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 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 Course learning activities can be physically demanding. In addition, ballet and other dance making 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.
- 11.4 Health care can be obtained free of charge from the NHS for 'home students' 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**

- 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 Whilst a student, unless agreed otherwise, you shall own any intellectual property you generate and provide to Central School of Ballet 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 learning experience 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 (e.g. 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>6</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**

- 15.1 Central School of Ballet has a policy on safeguarding children and vulnerable adults (‘Child Protection 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. This policy can be found at: <https://www.centralschoolofballet.co.uk/about-us/policies-procedures/>.
- 15.2 Upon commencement of the MA Choreography Course, you will be required to familiarise yourself with the Safeguarding policy and engage with all relevant training. This is a requirement for any ‘regulated activity’ that is part of your Course. In addition, as stated above (4.5), you will be required to have an Enhanced Disclosure and Barring Service, or ‘DBS’ check.

## **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, Central School of Ballet will deliver the MA Choreography Course as set out in the course summary document referred to in condition 3.3.5. Whilst Central School of Ballet 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, it does not guarantee to accommodate the individual preferences of students in its allocation of performance projects or similar activities to students, although it will make reasonable endeavours to meet student

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<sup>6</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.

preferences. Consequently, you may not get to take part in choreographic projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, Central School of Ballet 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 School of Ballet may make reasonable changes to the content, syllabus, mode of delivery or assessment, and/or timetable of the MA Choreography Course set out in the 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); and/or
  - 17.1.2 will benefit your or other students' learning (for example, enabling you or other students to benefit from additional classes with visiting professionals); and/or
  - 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 bodies.
- 17.2 Central may discontinue, suspend and/or not provide the Course if there are insufficient numbers of student enrolments to make the 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 the Course 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 School of Ballet 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 the 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 the MA Choreography Course, in consultation with the validating university:

- 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. Notices**

- 21.1 If you have any questions about the contract or any of these terms and conditions, please contact the Senior School Manager
- 21.2 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.

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

- 22.1 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).

- 22.2 When we confirm your place on the MA Choreography Course, 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 the MA Choreography Course at Central School of Ballet is only confirmed when you receive, in response to your acceptance of the School's offer of a place, an email from Central School of Ballet confirming that you have been accepted onto the Course.
- 22.3 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 School of Ballet's written confirmation of your place on the course without giving any reason.
- 22.4 The cancellation period will expire after 14 days from the day of the conclusion of this contract.

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

- 22.5 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).
- 22.6 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.
- 22.7 If you cancel this contract within the 14-day cancellation period, we will reimburse to you all payments received from you.
- 22.8 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.

### **23. Other important terms**

- 23.1 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 the MA Choreography Course.**

**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: **MA Choreography Course**.

**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:** \_\_\_\_\_