

# London Contemporary Dance School (The Place)

## Terms and Conditions

For students enrolling on a course of Higher Education in 2022-23

September 2021

**This document sets out the terms and conditions between London Contemporary Dance School at The Place and students on our 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 London Contemporary Dance 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.**

## **1. IMPORTANT TERMS OF THIS CONTRACT**

London Contemporary Dance School (LCDS) would like to bring your attention to 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 London Contemporary Dance School, at The Place, and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents. By accepting the LCDS'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 the LCDS's rules, regulations, policies and procedures form the contract between you (and your parent / guardian / named responsible adult if you are under 18) and the LCDS, in relation to your studies at LCDS.
- 1.2. These terms and conditions will become binding on you and us when we confirm your place on a Course of higher education at LCDS 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 LCDS 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 LCDS 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 LCDS 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 Overseas Fees**

- 1.5. For students paying Overseas undergraduate fees who are new entrants to a course of higher education at LCDS 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, LCDS 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 LCDS in accordance with its Fees Policy. If you cease to be a student of LCDS, because for example you withdraw or LCDS 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 at LCDS and their assessments can be physically demanding and 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. LCDS also offer a Physical Support Package, more information can be found via: [Physical Support | London Contemporary Dance School \(lcnds.ac.uk\)](https://www.lcnds.ac.uk/physical-support/)
- 1.8. 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 LCDS for information and advice regarding medical insurance.

### **Validating University**

- 1.9. The degrees delivered by London Contemporary Dance School are validated and awarded by the University of the Arts London (UAL).
- 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 LCDS Course of higher education. Please see also the Fees Policy.
  - Information about additional costs is contained in Section 10 of this contract.

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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.

- You may be required to complete additional administrative processes for the validating university to ensure you are appropriately registered for the award that your Course of study with LCDS leads to.

Key material information relating to these terms and conditions (such as policies and course information) can be located on the LCDS website: [www.lcds.ac.uk](http://www.lcds.ac.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 units, and follows the academic regulations of the validating university, the University of the Arts London.

**‘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 LCDS and course facilities. Enrolment is carried out by LCDS, 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 LCDS 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 unit 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 university. 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 LCDS will communicate with where necessary, with regard to any aspect of your study. If you have any questions about this, you should contact [studentsupport@theplace.org.uk](mailto:studentsupport@theplace.org.uk) 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 LCDS 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 London Contemporary Dance School.

**'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 Quality and Compliance Manager at LCDS: [QualityandCompliance@theplace.org.uk](mailto:QualityandCompliance@theplace.org.uk)

**LONDON CONTEMPORARY DANCE SCHOOL (THE PLACE)  
TERMS AND CONDITIONS FOR STUDENTS  
(New Entrants for 2022-23)**

**2. Introduction**

- 2.1. Due to the nature of the intensive training provided in its higher education courses, LCDS 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 Code of Conduct, 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 LCDS.
- 2.2. London Contemporary Dance School is part of The Place (registered name Contemporary Dance Trust Limited), and is currently a member School of the Conservatoire for Dance and Drama (CDD). The CDD is the higher education provider registered with the Office for Students. This means that currently, students who enrol with London Contemporary Dance School are registered students of the CDD. However, Contemporary Dance Trust LTD (London Contemporary Dance School, The Place) has applied to register with the Office for Students (OfS) as an independent higher education provider from September 2022, and expects to receive the outcome of the application process in Spring 2022. If successful, students will subsequently be registered students of London Contemporary Dance School. Degrees and other higher education qualifications to which Courses offered by LCDS lead are validated by the University of the Arts London.
- 2.3. By agreeing to these terms and conditions, you also agree to abide not only by LCDS regulations, policies and procedures, but also by any regulations, policies and procedures established by the validating university which are applicable to your studies, 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 London Contemporary Dance School and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents. By accepting LCDS'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 LCDS's rules, regulations, policies and procedures form the contract between you (and your parent / guardian / named responsible adult if you are under 18) and LCDS, in relation to your studies at LCDS.

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

- 3.2. Both undergraduate and postgraduate applicants receive their offer of a place to study with LCDS directly from the LCDS. In either case, an offer of a place to study is not confirmed until

you have submitted written acceptance of the offer of a place to study, and the LCDS have 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 at LCDS 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 LCDS 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. LCDS regulations and policies as provided on the LCDS website, as updated from time to time, found at [www.lcds.ac.uk/policies-and-procedures](http://www.lcds.ac.uk/policies-and-procedures)

3.3.2. The LCDS Fees Policy (Annex A to these Terms and Conditions) that you will be provided with at the point of offer, and a link to which is available at [www.lcds.ac.uk/policies-and-procedures](http://www.lcds.ac.uk/policies-and-procedures).

3.3.3. The summary course document relevant to your Course of study, a link to which is available at [www.lcds.ac.uk/policies-and-procedures](http://www.lcds.ac.uk/policies-and-procedures)

3.3.4. The academic regulations, credit framework and applicable general regulations of the University of the Arts London:

<https://www.arts.ac.uk/study-at-ual/academic-regulations>

<https://www.arts.ac.uk/study-at-ual/academic-regulations/course-regulations>

The academic appeals and academic complaints regulations and procedures of the University of the Arts London:

<https://www.arts.ac.uk/study-at-ual/academic-regulations/complaints-and-appeals/appealing-an-exam-board-decision>

3.3.5. All other rules, regulations and policies which London Contemporary Dance School make for their students from time to time, or which are established by London Contemporary Dance School and the validating university which are applicable to your studies, and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 08 ("Other changes to the contract") which will be published on the following websites:

[www.lcds.ac.uk/policies-and-procedures](http://www.lcds.ac.uk/policies-and-procedures)

<https://www.arts.ac.uk/>

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 Quality and Compliance Manager of London Contemporary Dance School, via email: [qualityandcompliance@theplace.org.uk](mailto:qualityandcompliance@theplace.org.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 which apply to your

studies, the academic regulations, academic policies or academic procedures of the validating university shall take precedence. In the event of a conflict between these terms and conditions and any other regulations, policies or procedures set out in condition 3.3 which apply to your studies, these terms and conditions shall take precedence.

- 3.6. The contract may be ended by London Contemporary Dance 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 codes of conduct could result in LCDS taking action against you under the Non-Academic Misconduct policy, which could result in termination by London Contemporary Dance 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 LCDS 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 LCDS, at the discretion of LCDS. 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 LCDS and your Course.
- 3.9. For the avoidance of doubt, a student will be deemed to be 'registered' by LCDS once the School has 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 LCDS at the start of each academic year.

#### **Visa and Immigration requirements**

- 3.10. LCDS is a sponsor for the purposes of sponsoring students who wish to study 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 overseas (international) students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements. LCDS 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 [admissions@theplace.org.uk](mailto:admissions@theplace.org.uk)
- 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 London Contemporary Dance School**



- 4.1. The LCDS Admissions Policy sets out LCDS framework for applying and being admitted to LCDS. The policy included details of LCDS' 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 Admissions and Registry Manager as soon as you apply or at any time during the admissions process, in order that we can best support you through your studies. LCDS 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.

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

- 4.3. Courses delivered by LCDS concern demanding physical training in an artistic discipline. LCDS 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, the LCDS accept 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**

- 4.4. LCDS and The Place have policies on safeguarding children and vulnerable adults, and (where relevant) on communication with parents for students who are under 18 years of age or in a vulnerable position. Applicants who will be under 18 at the time of their enrolment will, in addition to agreeing to these terms and conditions, be required to obtain a parent's / guardian's / named responsible adult's agreement to these terms and conditions and agreement to be responsible for Course fees or other charges. Further information about the policies can be found on the LCDS 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 LCDS. LCDS is committed to equality of opportunity and will not request or require any applicant to disclose whether they have a criminal record prior to receiving an offer of a place to study being made, in any circumstances.
- 4.6. LCDS only requires disclosure of a criminal record in specific circumstances dictated by the requirements of Courses. Where a Course has a compulsory element (e.g. placement

involving ‘regulated activity’<sup>2</sup> with children and/or vulnerable adults) that requires a criminal records check (enhanced Disclosure and Barring Service, or ‘DBS’ check), applicants will normally be required to undertake a criminal record check before an applicant’s accepted place can be confirmed by LCDS.

- 4.7. Where a Course has an optional element requiring a criminal record check that students can choose whether to take, students are not required to undergo a criminal record check unless they wish to participate in the element.
- 4.8. Upon receipt of a disclosure of a criminal record, whether by an individual applicant/student or as a result of a criminal records check, LCDS will undertake a risk assessment in accordance with the procedures under our Criminal Records Policy. For more information, details of relevant Courses where an enhanced DBS check may be required, and the specific circumstances in which LCDS will process criminal records data, please see the Criminal Records Policy and procedures, published at [www.lcnds.ac.uk/policies-and-procedures](http://www.lcnds.ac.uk/policies-and-procedures). All criminal records data will be processed in accordance with CDD Criminal Records Policy (up until July 2022), and the LCDS Criminal Records Policy (after July 2022) and the LCDS Privacy Notice. Summary course documents also indicate where a criminal records check will or may be required.

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

- 5.1. Your place on a course at LCDS 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 and the beginning of every term, as set out in your introductory information and induction pack. If you cannot or do not enrol at the designated session you must provide LCDS with a reason for your non-enrolment which is acceptable to LCDS 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 LCDS 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 LCDS; LCDS will exercise its discretion in its consideration of a request to defer a place for enrolment, particularly where a deferral may be a reasonable adjustment for a disabled student.
- 5.4. 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 LCDS and this contract being terminated and you will need to reapply from the start to be considered for a place to study at LCDS in a future year. This is the case regardless of whether you have previously completed a course with LCDS.
- 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

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<sup>2</sup> For more information on ‘regulated activity’ please see the Criminal Records Policy

the course for any reason including, for example, relating to proceedings brought under any LCDS policies (such as, but not limited to, the Non-Academic Misconduct Policy; Emergency Powers of Exclusion and Suspension; Support Through Studies policy; Policy on Sexual Misconduct, Harassment and Related Behaviours), you must re-enrol for each subsequent year of study using the approved procedure. If you cannot or do not re-enrol using the approved procedure you must provide the LCDS with a reason for your non-enrolment which is acceptable to LCDS 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 LCDS 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 LCDS 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 LCDS's policies and procedures can be obtained via [www.lcds.ac.uk/policies-and-procedures](http://www.lcds.ac.uk/policies-and-procedures). You are required at all times to behave courteously and respectfully towards other students and members of academic and non-academic staff, including visiting professionals, in accordance with the LCDS Code of Conduct. Please also see Sections 3 and 11 of these Terms and Conditions.

6.2. Your obligations to London Contemporary Dance School are:

- 6.2.1. Pay your Course fees and other required fees when due, as set out in the LCDS Fees Policy and in the offer letter. If you cease to be a student of LCDS, because for example you withdraw from your course or LCDS 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 LCDS for the use of resources and facilities as set out in the Code of Conduct.
- 6.2.3. Participate actively in your training, including meeting the Course requirements and LCDS's rules around attendance, which do not generally allow for absence other than in exceptional circumstances, and do nothing that will hinder or interfere with the training of other students.
- 6.2.4. Meet assessment deadlines and related assessment requirements, including attendance requirements for assessment.
- 6.2.5. Familiarise yourself with and comply with the relevant Regulations of the validating university, the Code 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 LCDS.
- 6.2.6. Comply with the terms of your visa (if applicable).

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

7.1. London Contemporary Dance School'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 the prospectus/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 the Arts London.

## **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 LCDS by sending an email to the address and contact details provided in your offer letter. Any such withdrawal will take effect when LCDS 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.
- 8.2. LCDS 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 LCDS (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your Course;
  - 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 LCDS 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 Non-Academic Misconduct Policy, Policy on Sexual Misconduct, Harassment and Related Behaviours, and/or the Code 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 LCDS Fees Policy.
- 8.4. On termination of the contract and your enrolment, you must return any other property owned by LCDS and The Place to the designated staff member at The Place. If you are uncertain

about this, you should contact LCDS immediately to seek clarification about returning such property.

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

- 9.1. You may be permitted to intermit your studies (also known as ‘interruption of studies’), with permission from relevant Director of your Course in accordance with the academic regulations of the validating university and the requirements of your Course. Depending on its length, approval may be required from the validating university before a period of intermission can be granted. All periods of intermission count towards the maximum period of time for the completion of your Course. For more information please see the Intermission and Withdrawal Policy.
- 9.2. LCDS may, on occasion and in line with the Support Through Studies policy, the academic regulations of the validating university and the requirements of your Course, require you to suspend your studies if it determines that you are not able for any reason to adequately participate in your Course
- 9.3. During the intermission of your studies, LCDS 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 LCDS 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 LCDS 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 LCDS, including but not limited to circumstances in which sums paid to LCDS will be refunded. It also sets out the potential consequences if you fail to make payment, which includes (for unpaid academic fees and charges) LCDS’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 LCDS taking legal action against you to recover outstanding amounts.
- 10.3. LCDS may require you to pay a Course Deposit to confirm the offer of a place on the Course. Please see the Course Deposit Policy, and section 4 of the Fees Policy (Annex A to these Terms and Conditions) for further information.

### **Course Fee status**

- 10.4. The Course fee status for individual applicants will be determined prior to an offer being made of a place to study on a Course of study at LCDS. The Course fee status will be assessed

and determined by LCDS and 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 a LCDS course of higher education in 2022/23 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter may be increased in further years of study by an amount determined in accordance with measures set by Government. Any such increased fees will not exceed the fee cap current in respect of the relevant period. For more information, please consult the LCDS 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 Overseas fees**

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

**Associated additional course costs**

- 10.8. Any associated additional costs shall be set annually by LCDS and published in the relevant course summary document. Course summary documents can be accessed via [www.lcds.ac.uk/policies-and-procedures](http://www.lcds.ac.uk/policies-and-procedures)

**Additional costs**

- 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. The specialist equipment used in some courses delivered by LCDS can be expensive, but it is normally possible for the LCDS to supply you with access to the equipment you will need for your course. There are some exceptions, information on additional costs is found in the relevant Course Summary document.

**Payment of fees**

- 10.11. It is your responsibility (and the responsibility of your parent / guardian / named responsible adult if you are under 18) to ensure that all deposits, tuition and other Course fees and charges payable to LCDS are paid when due. Your offer letter will state the amount of Course fees that you will be required to pay. Where it is agreed that fees may be paid in instalments, these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of the LCDS Finance Department 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 the LCDS Finance Department before enrolment that you have the necessary finance in place. If you are not able to provide proof, LCDS may require that you pay the first instalment of your fees yourself.
- 10.13. Where LCDS 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 LCDS reserve 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, LCDS 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 LCDS in accordance with its Fees Policy. If you cease to be a student of LCDS, because for example you withdraw or LCDS terminates your registration, you may still be liable for any Course fees and/or other charges which are outstanding, in accordance with the LCDS Fees Policy (Annex A to these Terms and Conditions).

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

- 11.1. LCDS aim 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, LCDS understand and comply with their legal obligations to act reasonably to safeguard the health and safety of their students.
- 11.2. Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the Code of Conduct. You are required to take care in ensuring your own safety and the safety of those around you, to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained, and to report any issues with school equipment or premises as soon as reasonably practicable to a member of LCDS staff.
- 11.3. You should be aware that the majority of Courses of study and their assessments can be physically demanding. In addition dance in its very nature includes 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. LCDS offers a Physical Support Package that all undergraduate students are required to purchase. There is an annual fee of £40 payable on registration / reregistration each academic year. For this, all students will be able to access a range of physical support services. For full information, including the services available through the package, please visit the website: [www.lcds.ac.uk](http://www.lcds.ac.uk)

- 11.5. 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.

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

- 12.1. LCDS can accept no responsibility or liability for loss or damage to your equipment or other property which is incurred at LCDS or otherwise in the course of your studies.

## **13. Intellectual property**

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

## **14. Data Protection**

- 14.1. LCDS (a "Controller") collect, hold and otherwise process 'personal data' which may include sensitive personal data known as 'special category data' as defined by the Data Protection Act (2018) and the General Data Protection Regulations (2018) about applicants and students which is provided to them by you (or which is otherwise received from third parties) for their own, separate purpose(s), in accordance with each Controller's Data Processing Statement. The LCDS Data Processing Statement can be found at
- 14.2. This personal information is generally processed by LCDS 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 the Data Processing Statement.
- 14.3. LCDS will share, as necessary, information with the validating university, University of the Arts London, regarding student cases 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 these procedures you should contact the Quality and Compliance Manager at LCDS.

## **15. Safeguarding and Communication with Parents**

- 15.1. LCDS and The Place 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.

## **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, LCDS 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 LCDS 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 LCDS 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 documents, LCDS does not guarantee to accommodate the individual preferences of students in its allocation of performance projects or similar activities to students, although it will make reasonable endeavours to meet student preferences. Consequently, you may not get to take part in the group performance projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, LCDS 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, LCDS 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 your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
  - 17.1.3. are caused by matters outside our control (as set out in condition 19); and/or
  - 17.1.4. are in order to comply with changes in the law and/or the instructions of LCDS regulators (such as the Office for Students), the validating university, and/or professional body.

- 17.2. LCDS 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 LCDS'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, LCDS 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. LCDS defines 'significant changes' to a Course of study as changes requiring full approval by the relevant validating university in accordance with that university's academic quality assurance processes which can be found on the University of the Arts London website.
- 17.5. In the unlikely event that LCDS changes a Course significantly:
  - 17.5.1. LCDS 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 LCDS of this intention;
  - 17.5.3. If you withdraw from Course, LCDS may (if reasonable to do so), refund Course fees and/or deposits paid in accordance with Refunds and Compensation Policy (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis) and
  - 17.5.4. where reasonably practicable, LCDS will offer you a place on a Course which it deems a suitable alternative
- 17.6. In the unlikely event that LCDS discontinues, suspends and/or does not provide a Course, in consultation with the validating university:
  - 17.6.1. LCDS 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. LCDS 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); and
  - 17.6.3. Where reasonably practicable, LCDS will facilitate a move to an alternative course with another provider.

## **18. Other changes to the contract**

- 18.1. LCDS 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 LCDS 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 LCDS by their regulators (eg the Office for Students) and/or professional bodies; and/or
  - 18.1.5. in the event of changes in LCDS validation arrangements, for example where the validating university determines to amend any of its regulations, policies or procedures which apply to your Course.
- 18.2. Where changes are made to the terms and conditions of the contract under condition 17, 18 or 19, where necessary we will undertake suitable consultation with students and take all reasonable steps to communicate and explain these changes you with as much notice as possible.
- 18.3. It may also be necessary for LCDS 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, LCDS 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. LCDS welcome feedback on your experience of being a student and we look to make improvements where we can. If you have a complaint after you have enrolled as a student, you may make a complaint using the relevant Student Complaints Procedure, which outlines the roles and responsibilities LCDS and the validating university 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 the Arts London, the Student Complaints Procedure sets out your right of recourse to the University of the Arts London. 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 at LCDS**

- 21.1. Successful completion of a Course of higher education at LCDS does not guarantee progression and admission to a related Course at a higher level of study at either undergraduate or postgraduate level at LCDS.
- 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 Quality and Compliance Manager via email: [QualityandCompliance@theplace.org.uk](mailto:QualityandCompliance@theplace.org.uk)
- 22.2. In the event that you need to contact LCDS, please send your communication by email or in writing to the named staff contact as named in your offer letter.
- 22.3. If LCDS 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 LCDS. It is your responsibility to ensure that the contact email address and postal address that LCDS 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 Programme (as set out in condition 8 above).
- 23.2. When we confirm your place on a Course of study at LCDS, a legal contract is formed with LCDS (as explained in Section 3 of these Terms and Conditions). For the avoidance of doubt, your place on a Course of study at LCDS is only confirmed when you receive, in response to your acceptance of LCDS's offer of a place, an email from LCDS 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 the LCDS'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 your 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 contacting the Admissions and Registry Manager at [admissions@theplace.org.uk](mailto:admissions@theplace.org.uk). 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.

<b>Name of Policy Writer</b>	<b>Lead Post Holder</b>	<b>Date approved</b>	<b>Approved by</b>	<b>Review Date</b>
B Holdaway	Quality and Compliance Manager	September 2021	Academic Board	September 2022

**London Contemporary Dance School**

**Terms and Conditions**

**Appendix 1 Model Cancellation Form**

This form may be used to cancel the contract with London Contemporary Dance School 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 Admissions and Registry Manager at LCDS to: [admissions@theplace.org.uk](mailto:admissions@theplace.org.uk)
- A copy of the completed form should also be submitted to the contact details set out in the offer letter from LCDS.

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**STUDENT NOTIFICATION OF CANCELLATION OF CONTRACT**

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

Hereby give notice that I cancel my contract for the supply of the following service: Course of Higher Education level study.

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

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

Date LCDS 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: \_\_\_\_\_