

# Terms and Conditions – Students on credit-bearing higher education programmes

For academic year 2021/22

This document sets out the terms and conditions between The Royal Central School of Speech and Drama ('Central', or 'the School') and you as a student on one of our programmes of study leading to the award of a University of London degree qualification.

This document therefore contains important information which you need to read carefully prior to accepting your offer to ensure that you understand its contents. If you have any questions about these Terms and Conditions, please contact the Student Advice Service ([sas@cssd.ac.uk](mailto:sas@cssd.ac.uk)) in the first instance.

Central values inclusiveness and endeavours to ensure that all applicants and students are treated on the basis of their merits and abilities and that no one suffers unlawful discrimination or disadvantage on the basis of their race, gender identity, sex, sexual orientation, religion or belief, class, disability, age, or nationality.

## **1. Our Contract - Mutual Rights and Obligations**

When we confirm your acceptance of an offer of a place on a programme at Central, a legal contract is formed between you and Central.

Your place at, and contract with, Central will be conditional upon you registering at the start of your programme of study and re-registering on the anniversary of your original registration (for programmes of study whose duration is longer than a single academic year). Your place and contract will be subject to the School's Terms and Conditions (this document), sent to you with Central's offer letter (which will normally be sent via email), and those associated documents that are referenced in, and linked to from, these Terms and Conditions (as from time to time in force and /or updated): namely, all of Central's rules, policies and procedures (including, but not

exclusively, the Academic Regulations, Student Code of Conduct and any related behavioral charter or pledge issued by the School in the interests of safeguarding its community, its Student Protection Plan, other student Procedures, and the information contained in your Programme Specification).

These documents (namely those that can be found by following the link below) contain Central's requirements in particular in relation to:

- registration and attendance;
- payment of fees and other charges including library fees and replacement charges;
- academic progression, conduct, assessment and awards;
- general conduct;
- fitness to study;
- immigration;
- equal opportunities, harassment, and health and safety; and
- use of Central's services and facilities including those relating to IT and the Library.

All relevant documents, or links to them, can be found here:

[New student registration and enrolment information.](#)

You are expected to familiarise yourself with these documents and their relevant requirements. Failure to comply with these requirements could result in Central taking action against you under relevant formal procedures (for example those relating to academic conduct or progression, student disciplinary, fitness to study or fees) which could lead to the School suspending or terminating this contract (resulting in the suspension or termination of your registration).

If you are dissatisfied with any aspect of your service or provision at Central, you are encouraged to raise the issue informally in order to seek early resolution. If you wish to raise a matter formally, you should use the Student Complaints Procedures (which are outlined in the School's Academic Regulations, available here: [Academic regulations documents on the quality](#)

[assurance and enhancement webpage](#)). If you are not satisfied with the response you receive from Central, and once internal procedures have been exhausted, then you may take your complaint to the Office of the Independent Adjudicator for Higher Education ([Office of the Independent Adjudicator for Higher Education homepage](#)).

## **2. Termination of Contract**

This document contains various clauses that state when the contract may be terminated by Central. Termination of the contract by definition means the end of your registration at Central and the loss of your place on your programme of study. As stated elsewhere in this document, the circumstances in which Central may terminate the contract include:

- failure to adhere to the terms and conditions contained in this document and those in all associated and linked documents;
- misrepresentation by you during the process of admission, or registration, or at any other time during the contract;
- failure to register at the start of your programme, or re-enrol by the anniversary of your original registration (for programmes of study whose duration is longer than a single year when the remainder of study requires enrolment on new assessed units);
- disclosure of relevant and unspent criminal convictions that are deemed by Central to make your undertaking of the programme of study incompatible with the academic and/or professional requirements of the programme and/or the requirements of your registration and/or attendance generally, and/or which are incompatible with Central meeting its legal responsibilities (including to other students and/or staff);
- disclosure of significant health and/or wellbeing-related issues that are deemed by Central to impact on your ability to engage with your programme successfully;
- failure to comply with the terms of a visa and/or the regulations of UK Visas and Immigration (UKVI);
- failure to pay applicable fees and/or charges.

Please refer to the relevant sections of these Terms and Conditions for further details of the above termination clauses.

### **3. Conditional offers**

Your place will be subject to you meeting any offer conditions that we tell you of in writing, such as obtaining particular qualifications (for example passing an English language test) and/or satisfying all legal and other requirements to study here on your chosen programme (for example in relation to criminal record checks, disclosure of previous conviction details and immigration requirements).

Your offer notification will identify whether your offer is subject to you meeting specific conditions and the dates by when you will need to have met them. It will also direct you to any specific programme requirements.

Any misrepresentation during this process may lead to the termination of this contract. This includes the provision of incomplete or inaccurate information, or omissions of information. So too this contract may be terminated at any time during your studies where you fail to provide, or provide incomplete or inaccurate, information that you are required to provide under the terms of the contract.

### **4. Disclosure of criminal convictions and related information**

The School actively promotes equality of opportunity for all with the right mix of talent, skills and potential, and welcomes applications to work or study at the School from a wide range of candidates, including those with criminal records. This means that having a criminal record will not necessarily prevent an individual from studying at the School.

For all programmes of study that include working with children, young people and/or vulnerable persons (as detailed in the prospectus and course/programme specification), you will be required to undergo a Disclosure and Barring Service (DBS) check both as a part of and post

registration. Your offer letter will make clear when such disclosure and checks apply. Please note that where your place at Central requires a DBS check and this check results in a positive disclosure, Central reserves the right to retract any offer of a place and cancel this contract should that disclosure be deemed by Central to make your undertaking of the programme incompatible with the academic and/or professional requirements of the programme and/or the requirements of your registration and/or attendance generally and/or are incompatible with Central meeting its legal responsibilities (including to other students and/or staff). To reiterate, however, a positive disclosure does not necessarily mean that an offer of a place will be retracted, and Central welcomes applications from those with criminal records.

Central may be under a duty to disclose information about you to professional, statutory or regulatory bodies, as detailed in its student privacy notice (refer to section 8 below for more information).

You may also wish to contact Unlock ([Unlock homepage](#)) for further advice on criminal convictions and admission to Higher Education.

## **5. Student support, health and welfare**

Central provides a variety of student support services, including academic skills workshops and support and advice to disabled applicants and students. A Student Advice Service provides a range of pastoral support and advice on issues such as student finance and accommodation, and mental health and wellbeing. There is also a counselling referral service which provides limited and short-term counselling.

If you have a disability you are strongly encouraged to disclose it to the Disability and Dyslexia Service (DDS) at the point of application so that Central can seek to support you with your needs throughout your studies. Information about the DDS can be found here:

[Disability and dyslexia information](#).

Further information about the student support services Central provides can be obtained from the Student Advice Service ([Student Advice Service information](#)).

Further information on Equality and Diversity at Central can be found here:

[Equality and diversity homepage](#).

Please note that the availability and scope of these pastoral and support services may be subject to change during your programme of study for a variety of reasons, including, but not limited to, in response to funding arrangements and the needs of students. Central therefore maintains discretion to vary and/or amend the availability and scope of pastoral and support services at any time.

## **6. Immigration**

Central welcomes EU, EEA and international students, and is a designated Sponsor for the purposes of sponsoring students who wish to study at Central from outside the United Kingdom (UK). Central has measures in place to ensure that it complies with its obligations under the current Immigration regime.

At the outset of Central's registration process and as part of Central's record-keeping obligations, if you are required to have a Student visa you will need to provide Central with your passport and Biometric Residence Permit (BRP). This must show your entitlement to study with a licensed sponsor in the UK and contact details (including UK address, landline telephone number and mobile telephone number).

Please note that Central is under a legal obligation to report to UKVI any student with a Student visa who:

- withdraws from their programme before they travel to the UK;
- has their start date delayed before entering the UK, but after receiving entry clearance;
- does not register on their nominated programme within 10 days of the enrolment period;

- is absent from their programme without permission for 10 consecutive expected contact points (see also below);
- chooses to discontinue or defer their studies, or changes their programme or aspects of their programme such as work placement arrangements;
- we suspect is not a genuine student, is working illegally, has no right to be in the UK or may be involved in criminal activity;
- has their registration terminated by Central and/or a student who is in violation of their visa conditions.

Further information can be found on the website of the UK Council for International Student Affairs (UKCISA):

[UKCISA Home Page](#).

Central requires full attendance on all of its programmes of study. If you miss 10 'expected contacts' (e.g. attendance at a timetabled session, or submission of an item of coursework) then Central is legally obliged to report this to UKVI.

Central does not normally report any student to UKVI without also seeking to make direct contact with you.

Once in the UK, you must take responsibility for ensuring that you comply with the terms of your student visa whilst studying. Should you wish to take up paid employment on a part-time basis, you should ensure that such work does not exceed the hours that are stipulated on your visa during term time. You are permitted to work full-time only when considered not in term by Central. Term time can vary depending, for example, on the level and programme you are studying. Term dates can be found on the School's website at [Term dates](#). Please note that if you choose to withdraw from your studies or if your registration is terminated by Central, this is likely to affect the validity of your visa and your ability to work or remain in the UK.

If your leave to remain in the UK is curtailed by UKVI, Central will be required to terminate this contract as you will no longer be permitted to study in the UK.

Further information in relation to immigration issues which could affect you are listed below:

[UKVI Student route overview](#)

Any non-compliance with the terms of a visa and/or the regulations of UKVI will result in the termination of this contract.

## **7. Payment of deposits, fees and other charges**

It is your responsibility to ensure that all deposits, tuition and other fees and charges (including library fines and replacement charges) payable to Central are paid when due. Your offer notification will confirm the amount of tuition fees and provide information about any additional charges that you will be required to pay (for example, for equipment or resources). Where a third party (such as a sponsor or employer) is making tuition fee payment on your behalf, you remain contractually responsible for the payment of these tuition fees, and nonpayment by any such third party or by you may result in the termination of this contract.

If you cease to be a student of Central, because for example you withdraw or because Central terminates your contract, you may still be liable for any outstanding fees and charges.

It is important that you carefully read the fees information published on our website ([Tuition fees information](#)) and contained in your offer notification, as it sets out Central's and your respective rights and obligations 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, such as Central's ability to terminate your contract and/or to withhold awards for the non-payment of tuition fees. In addition, non-payment of fees and/or charges could result in Central taking legal action against you to recover outstanding amounts – this may include the use of a third party debt collection agency.

Students studying on programmes of more than one year's duration can expect their tuition fee to rise year-on-year. For undergraduate Home/EU students, fees will be capped at a level



set each year by the government. All other students' fees are protected by maximum year-on-year fee increases of 5% above inflation (inflation being defined by the consumer price index in the preceding January). Fees for subsequent years of any programme will be confirmed prior to that academic year, and are payable before commencing that year of the programme.

## **8. Data protection**

From time to time Central may collect, hold and otherwise process personal information about you. This will be done in accordance with all applicable laws and regulations relating to the processing of personal data and privacy, including the Data Protection Act 2018. Further details of the personal information collected about you, how and for what purpose(s) it may be used and with whom it may be shared are set out in the School's Student Privacy Notice ([Student privacy notice information](#)). Central's Data Protection and Records Retention Handbook is available on its website ([Data protection policy information](#)).

By providing your personal information to us, you are giving your consent to Central to process that personal information about you, in accordance with the aforementioned Student Privacy Notice and as otherwise notified to you from time to time.

## **9. Intellectual property**

Central has an IP Policy which governs the ownership and use of intellectual property created whilst you are a student at Central. By accepting a place at Central, you accept the terms of the IP Policy and will do such things as Central may reasonably request to give effect to the terms of the IP Policy.

The School's IP Policy in relation to student IP is contained within its Academic Regulations: [Academic regulations documents on the quality assurance and enhancement webpage](#)

## **10. Disclosure of information generally**

Central may terminate your contract if it determines that you have made any fraudulent, false or misleading application or statement to us, or if you have failed to disclose relevant information to us (including in respect of criminal convictions) or have produced falsified documents, whether in the process of your application, registration or whilst on your programme. In such cases Central will make a determination, and may take action against you, under its Student Disciplinary Procedures.

## **11. Insurance**

Central has appropriate public liability insurance. It also provides insurance for all curriculumbased activities that you undertake as part of your studies, including placements where they do not exceed 12 months and are not considered a 'secondment' (for example, where you might be formally reporting to another institution or company).

Central will not insure your personal possessions, whether on the campus or elsewhere, and you should consider making arrangements to do so yourself if you wish to have insurance in place.

## **12. Your right to cancel**

When we confirm your acceptance of an offer of a place on a programme at Central, a legal contract is formed with Central on the basis set out in section 1 above. For the avoidance of doubt, the contract is formed on the date of the acceptance confirmation being sent individually to you by Central (and not, for undergraduate applicants, when you receive electronic confirmation through UCAS).

You have the right to cancel this contract under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 calendar days of receiving the above communication without giving any reason. The cancellation period will expire after

14 calendar days from the day of the conclusion of this contract (i.e. the date of the acceptance confirmation sent individually to you).

To exercise the right to cancel, you must inform us of your decision to cancel this contract via email to the Admissions and Student Recruitment Office ([admissions@cssd.ac.uk](mailto:admissions@cssd.ac.uk)). The date of the email will be taken as the date of cancellation.

### **13. Effects of cancellation**

If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you (excluding any payments made for interview or audition, as this service will already have been provided).

If you cancel this contract after the cancellation period, you will not have your deposit returned and shall pay us a pro rata proportion of your tuition fees.

Central will refund deposits in full in the event that it cancels your programme of study before its scheduled start date, and is unable to find a replacement programme for which you are qualified and with which you are happy.

Central will also refund deposits in full where students are unable to commence their studies because of restrictions imposed by national governments, for example relating to Covid-19.

### **14. Central's Rights to Vary Terms**

Central makes all reasonable efforts to deliver the programmes of study, research opportunities and other services and facilities described in these terms and conditions, and other Central documents.

However, Central may in some circumstances be required to:

- make reasonable variations to the content and/or syllabus of programmes of study: Central annually reviews its programmes, taking into account the feedback of students, external examiners, industry professionals, and the staff who deliver our programmes. As a result of this feedback, variations to the content and curriculum of programmes of study may be made to improve the quality of the student learning experience;
- alter the timetable, location, number of classes and/or method of delivery of programmes of study and methods and timings of assessments, provided such alterations are reasonable and necessary;
- make reasonable changes to its Articles of Association, regulations, policies and procedures;
- make reasonable changes to placements;
- combine courses or programmes of study;
- suspend, discontinue or not provide programmes of study; □ make changes to support services provided.

Central may be required to take the actions outlined above for any one or more of the following reasons:

- if Central reasonably considers this to be necessary in order to appropriately manage its resources and/or pursue its policy of continuous improvement in the best interests of students;
- because a key member of staff is unwell or leaves Central and/or because too few students apply to join a programme for it to be viable (minimum cohort numbers will be made clear where relevant);
- due to developments in theories or practices in academic, professional and/or research areas, which will be in the best interests of students;
- to comply with changes in law and/or to comply with the instructions of Central's regulators and/or a professional body;

- in order to implement enhancements recommended by Central's External Examiners or identified through quality assurance processes, for example Periodic Review or revalidation;
- to respond to any changes in external funding arrangements;
- to ensure compliance with best practice in the sector in the interests of students.

If Central invokes its right to make changes in accordance with the above, it shall take reasonable steps to notify and (where it considers appropriate in the circumstances) to consult with the affected students and minimise any disruption to their studies.

Where enhancements to a programme, course or module content are made, and you feel the programme as delivered varies significantly from what you expected, you are able to make a complaint through our internal procedures and may be able to seek recourse under consumer or contract law.

In the unlikely event that Central discontinues or does not provide a programme of study or significantly changes the content or syllabus of a programme, method of delivery or method of assessment of a programme or the location at which a programme is taught (in each case either before or after a programme begins):

- Central will consider and implement any mitigation measures it concludes are reasonable and proportionate in the relevant circumstances, to minimise any disruption to students' studies;
- Central will tell the relevant individuals at the earliest reasonable opportunity, and in any case at least two months prior to the intended dates of programme/course change or closure;
- Whenever possible, we will make arrangements to 'teach out' current students where we have voluntarily decided to leave the market or close a programme or course. This means that we commit to ensuring the programme or course of study can be completed by all currently enrolled students, even though the programme or course is being discontinued and we will not be taking on new student cohorts;

- Central will seek to offer the individual a suitable replacement programme at Central for which the individual is qualified (and subject to the individual student meeting relevant conditions for the programme);
- if the individual does not wish to accept Central's offer of a replacement programme or Central is unable to offer a replacement programme, an individual will be entitled to withdraw from the programme by notifying Central in writing. We will support the individual in seeking another provider and continuing their studies with them, utilising student transfer arrangements;
- in the event that the individual student withdraws, Central will make a proportionate refund of tuition fees paid.

The School's Student Protection Plan provides further information on the steps it will take to support students in an event that there is a risk to the commencement or continuation of their studies, including the circumstances under which refunds and compensation will be considered:

[Terms and conditions for undergraduate, postgraduate and research degrees.](#)

## **15. Notices**

- (a) Nothing in the Terms and Conditions will seek to exclude or limit one party's liability to the other for: death or personal injury resulting from its negligence or the negligence of a person for whom the party is liable; or for its fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or for any other matter which it is not permissible by law to exclude or limit.
- (b) Central will not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of any contract with you if it is due to any event beyond our reasonable control including, but not limited to:
  - I. strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);
  - II. acts of God;

- III. pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise);
  - IV. governmental requisitioning, emergency planning or provision;
  - V. war, protests, fire, flood, storm, tempest, explosion;
  - VI. an actual, suspected or threatened act of terrorism;
  - VII. riot;
  - VIII. civil commotion;
  - IX. national emergencies;
  - X. breakdown of plant or machinery;
  - XI. default of suppliers or sub-contractors.
- (c) Central's Emergency Management Procedures provide the basis for effective management and the delivery of services in the event of a major emergency or disruption to services, with a view to minimizing the impact on students – their health, safety and welfare, and their learning experience.
- (d) Central will endeavour to keep its buildings, and on-site services, open for use during term time (excluding any notified closure days, for example bank holidays), and in doing so will attend to its health and safety-related obligations at all times. Unforeseen circumstances may, however, necessitate a partial or full closure of its buildings and the suspension or interruption of its services and/or academic programmes. In such circumstances, Central will take all reasonable steps to minimize the disruption to its students and staff, and will implement alternative delivery plans for its programmes of study so that the quality and standards of the School's academic provision is not impacted. Where this delivery is required to take place online, Central cannot be held responsible for issues relating to students' internet connection availability, including where internet access is restricted in their home countries. It will, however, continue to support students who are impacted in such circumstances, for example through its Student Hardship Fund, through equipment loans, and through its 'No Detriment' Policy.

- (e) Each of the provisions in these Terms and Conditions is separate and can be enforced independently of the others. Accordingly, if any court or body or authority of competent jurisdiction finds any particular provision to be illegal, unlawful, void or unenforceable, this will not affect the remainder of the provisions, which will continue in full force and effect.
- (f) The contract between you and Central and any non-contractual obligations arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to determine any dispute between you and Central. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- (g) In the event that you need to contact Central, please send your communication in writing to the relevant Head of Department. If you are unsure where to send your communication, please send it to the Academic Registrar and Director of Academic Services at [academic.registrar@cssd.ac.uk](mailto:academic.registrar@cssd.ac.uk).
- (h) If Central needs to contact you in writing, such communication will be sent to the last contact address provided by you. It is your responsibility to ensure that the contact address that Central holds for you is a correct and current one.

Approved by the Board of Governors on the 19th October 2020.