

Bristol Old Vic Theatre School

An Affiliate of the Conservatoire for Dance & Drama

BRISTOL OLD VIC THEATRE SCHOOL: TERMS AND CONDITIONS

This document sets out the terms and conditions between the BRISTOL OLD VIC THEATRE SCHOOL (“the School”) and students on our programmes of study. You should read these terms and conditions carefully before accepting your offer as these terms and conditions will become binding on you and us when a contract is formed between us in accordance with condition 2.

In this document the term ‘course’ is used to refer to the full programme of training, study and assessment which you will undertake in pursuit of an award. The course is made up of a number of modules. Please note that the term ‘course’ in this document corresponds to the term ‘programme’ in the terms and conditions of the University of the West of England (UWE) and in the terminology of the national Quality Assurance Agency for Higher Education (www.qaa.ac.uk).

Glossary of Key Words used in this Document

‘Validated’ - Validation is defined by the QAA as ‘a process by which a degree-awarding body judges a module or programme 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’. The validating university for all awards at the School is UWE.

‘Registration’ - The process by which the School holds and updates an official list of names of students. Students at the School are registered with the School, UWE, and the Conservatoire for Dance and Drama (CDD). (See also UWE terms and conditions, p. 4.)

‘Enrolment’ The process by which students become registered or renew their registration at the School.

1. Introduction

1.1 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 theatre and allied worlds. Please read the General Student Information Handbook, your course handbook and other documents referred to in condition 2.2 below, which contain these rules and form part of the terms and conditions of your contract with the School.

1.2 The School is one of eight legally autonomous institutions which form part of the Conservatoire for Dance and Drama (“CDD”). CDD is a legally autonomous institution which is accountable to the Higher Education Funding Council for England for the use of public funding by its affiliate institutions for the provision of higher education. You will be registered with the School, the CDD and the University of the West of England (UWE).

1.3 Degrees and other higher education qualifications at the School are validated by UWE and the award you will receive is an award of UWE. By agreeing to these terms and conditions, you agree to abide not only by the School’s regulations, policies and procedures, but also by any regulations, policies and procedures established by UWE which are applicable to your studies at the School. As a registered UWE student, UWE’s terms and conditions also apply to you. A link to these can be found on the School’s website www.oldvic.ac.uk. Please also refer to clause 2 of UWE’s Terms and Conditions with regard to studying at UWE Partner Institutions.

2. Our contract with you

2.1 These terms and conditions govern the relationship between you and the School: read them carefully prior to accepting your offer to ensure that you understand their contents.

2.2 When we confirm your place on a course at the School in writing, and any conditions set out in your offer have been met to our satisfaction, 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:

- 2.2.1 Regulations and policies as provided in the School's General Student Information Handbook and Appendices;
 - 2.2.2 The School's Admissions Policy, which is available at www.oldvic.ac.uk;
 - 2.2.3 The summary course document (the 'published details of your Programme' as defined by UWE in the 'material information' section of its terms and conditions), which are available at www.oldvic.ac.uk;
 - 2.2.4 The academic regulations of UWE and 'key facts' documents on appeals and on the academic regulations and procedures published by UWE [*Appendix One*];
 - 2.2.5 The School's Fees Policy available at www.oldvic.ac.uk;
 - 2.2.6 The School's Fitness to Train Policy;
 - 2.2.7 The School's Student Conduct Policy; please note, however, that UWE's Student Conduct Policy also applies to you while you are on a UWE campus;
 - 2.2.8 The School's Complaints Procedure, which outlines the roles and responsibilities of the School, UWE and CDD in relation to your complaint;
 - 2.2.9 The School's Health and Safety Policy; and
 - 2.2.10 All other rules, regulations and policies which the School makes for its students from time to time, or which are established by UWE and are applicable to your studies at the School, which will be published on the relevant website (www.oldvic.ac.uk or <http://www.uwe.ac.uk/>), and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 16 ("Other changes to the contract").
- 2.3 Please familiarise yourself with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the contact address provided under condition 19.1, below.
- 2.4 In the event of a conflict between these terms and conditions and the regulations, policies and/or procedures of UWE which apply to your studies, the regulations, policies or procedures of UWE shall take precedence. In the event of a conflict between these terms and conditions and any other regulations, policies or procedures of the School which apply to your studies, these terms and conditions shall take precedence.
- 2.5 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 2.2, above. For example, failure to comply with the School's Codes of Conduct could result in the School taking action against you under its disciplinary procedures, which could result in termination by the School of your enrolment on your course and of the contract.
- 2.6 The School is a sponsor for the purposes of sponsoring students who wish to study here from outside the EEA and has measures in place to ensure that it complies with its obligations to the UK Government in relation to immigration. Where relevant, you are required to comply with any terms and conditions applicable to international students requiring permission to enter or remain in the United Kingdom and with UK immigration law.

3. **Enrolment and re-enrolment**

- 3.1 Your place on a course at the School will be conditional on your complying with enrolment conditions including any conditions relating to your fees, and enrolling at the start of your course and at the start of each subsequent academic year. Your continued enrolment on a course at the School will be conditional on you taking the steps required to maintain your registration with UWE. See link to UWE's Terms and Conditions at www.oldvic.ac.uk.

You must enrol at the designated session at the start of your course. If you do not enrol at the designated session, you must provide the School with a reason in writing for your non-enrolment. If this reason is acceptable to the School you may be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with the School and this contract shall be terminated.

- 3.3 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by the School. Failure to enrol at the start of your course in accordance with condition 3.2 will result in your relationship with the School and this contract being terminated and you will need to reapply for your course to be considered for a place to study at the School in a future year.

- 3.4 Provided you are eligible to re-enrol with the School and re-register with UWE (which means you have met the assessment and progression requirements, do not owe the School tuition fees and have not been suspended from the course for any reason) you must re-enrol for each subsequent year of study using the approved procedure. If you cannot or do not re-enrol using the approved procedure you must provide the School and UWE with a reason for your non-enrolment. If this reason is acceptable to the School and UWE you may be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with the School and UWE and this contract shall be terminated (see www.oldvic.ac.uk).

4. **Your obligations**

- 4.1 From the point your offer is confirmed by the School you are required to abide by the regulations, rules, policies and procedures set out at condition 2 above, copies of which can be obtained from the School's HE Administration & Student Support Manager. 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.

- 4.2 Your obligations to the School are to:

- 4.2.1 pay your course fees and other required fees when due as set out in the School's Fees and Funding Policy and in the offer letter. If you cease to be a student of the School because, for example, you withdraw from your course or the School terminates your enrolment, for example due to non-payment of fees, you will still be liable for any outstanding fees (see condition 8 below).
- 4.2.2 be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by the School for the use of resources and facilities.
- 4.2.3 participate actively in your training, including meeting the School's attendance rules, which do not allow for absence other than in exceptional circumstances, and do nothing that will hinder or interfere with the training of other students.
- 4.2.4 meet assessment deadlines, including attendance requirements for continuous or performance-based assessment.

4.2.5 familiarise yourself and comply with the relevant regulations of UWE and the School.

5. **Our obligations to you**

5.1 The School's obligations to you are to:

5.1.1 provide you with the tuition, pastoral and learning support associated with your course with reasonable care and skill;

5.1.2 subject to conditions 16 and 17, deliver your course as described in the summary course guide for the duration of the course; and ensure that you are assessed in line with the relevant regulations of UWE.

6. **Termination of contract and enrolment**

6.1 You may withdraw from the School and terminate this contract and your enrolment as a student at any time by giving written notice to the School by sending an email or letter to the address set out in condition 19.1 below. Any such withdrawal will take effect when the named contact receives the communication from you.

6.2 The School may terminate this contract and your registration if:

6.2.1 you do not pay your tuition fees when due;

6.2.2 you fail to disclose relevant information to the School and UWE or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course;

6.2.3 your student status is terminated or (in the case of an international student requiring immigration permission to enter or remain in the United Kingdom) if the School removes its sponsorship from your visa; and/or

6.2.4 you materially breach any of the terms and conditions of the contract: for example, failure to abide by UWE's and the School's health and safety requirements in line with theatre industry guidelines or serious cases of non-approved absence, or serious breach of the School's regulations, policies and procedures as outlined in the General Student Information Handbook;

6.3 You should familiarise yourself with Section 7 of the UWE Terms and Conditions ('Termination'). The School may also terminate this contract with you and your registration in the event that UWE determines to terminate its relationship with you, or you determine to terminate your contract with UWE under its Terms and Conditions.

6.4 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 School's Fees and Funding Policy.

6.5 On termination of the contract and your enrolment, you must return any property owned by the School to the HE Admin & Student Support Manager, Bristol Old Vic Theatre School, 1-2 Downside Road, Clifton, Bristol BS8 2XF.

7. **Intermission of studies**

7.1 You will only be permitted to intermit your studies with permission from the School in accordance with UWE's Temporary Withdrawal Policy.

- 7.2 The School may, on occasion and in line with relevant regulations of UWE, require you to suspend your studies if it determines that you are not able for any reason to participate in the course, for example in accordance with the School's Fitness to Train Policy
- 7.3 During the intermission of your studies, UWE may make adjustments to your course, in line with the terms outlined in conditions 15 and 16. You will be consulted as soon as the School and UWE are aware that changes may affect your course.
- 7.4 If your enrolment is interrupted or terminated for whatever reason, this may affect any bursary or scholarship awarded to you.

8. Fees and Costs

- 8.1 This section sets out key conditions relating to fees. You should consult the School's Fees and Funding Policy for full information on fees and debts.
- 8.2 We may require you to pay a deposit to confirm the offer of a place on a course. Course fee deposits are non-refundable, unless you have exercised your right to cancel your contract with the School in the 14 day "cooling off" period provided in the Consumer Contract Regulations 2013.
- 8.3 Course fees for each year become payable on enrolment and at re-enrolment each year. Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in the School's Fees Policy.
- 8.4 The specialist equipment used in some theatre specialisms can be expensive, but it is normally possible for the School to supply you with access to the equipment you will need for your course. See School's website www.oldvic.ac.uk for individual course equipment lists and more details information.
- 8.5 Course fees may include some personal materials, such as practice clothes/kit, material and books, as explained in further detail in the finance part of the School's website www.oldvic.ac.uk and in the School's Fees Policy.
- 8.6 For students paying Home/EU undergraduate fees who are new entrants to a course in 2017/18 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 inflationary amount determined in accordance with measures set by Government (currently the Office for Budget Responsibility forecast for RPI-X, being the retail price index, excluding mortgage interest payments). Any such increased fees will not exceed the fee cap current in respect of the relevant period. For all other undergraduate students and for all postgraduate students who are new entrants to a course in 2017/18 or new entrants to a course in subsequent years, the course fee confirmed in your offer letter may be increased in subsequent years of study but this increase shall be in accordance with RPI-X as defined above.
- 8.7 Unless you have the prior written agreement of the School 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 School's Fees and Funding Policy. If you are paying your course fees with a government-sponsored loan, you must provide proof to the School 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.
- 8.8 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 until the School has received cleared funds.

If you do not pay course fees in accordance with these terms, the School reserves the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any fee debt is paid or cancelled by the School in accordance with its Fees and Funding Policy. If you cease to be a student of the School, because for example you withdraw or the School terminates your registration, you may still be liable for any course fees and/or other charges which are outstanding, in accordance with the School's Fees and Funding Policy.

9. **Risk of Injury and Health Insurance**

9.1 The School aims to provide a well maintained environment that all users and staff members find safe and enjoyable. In providing this environment, the School understands and complies with its legal obligations to act reasonably to safeguard the health and safety of its students.

9.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the School's Health and Safety Policy and School's Code of Conduct. You are required to take care for your own safety and for the safety of those around you, and to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained. You should be aware, however, that the School's courses and their assessments can be physically demanding. In addition, 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. For this reason we encourage you to consider taking out private health insurance to support you with any medical treatment that you may require. Health care can be obtained free of charge from the NHS 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 your being unable to complete the course.

10. **Personal equipment and other property**

10.1 The School can accept no responsibility for loss or damage to your equipment or other property which is incurred at the School or otherwise in the course of your studies.

11. **Intellectual property**

11.1 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. With reference to Intellectual Property Rights, the terms and conditions set out in Section 10 of UWE's Terms and Conditions ("Intellectual Property") and UWE's Intellectual Property Policy and Regulations shall apply.

12. **Data Protection**

12.1 The School and CDD (each a "Controller") collect, hold and otherwise process "personal data" (which may include "sensitive personal data", each as defined by the Data Protection Act 1998) 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 each Controller's Data Protection Statement.

12.2 This personal information is generally processed by the School and CDD as Controllers for the following general purposes: to administer admissions, courses of study and pastoral care; to provide employment by the School and make appropriate returns to HMRC; 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 Higher Education Funding Council) and agencies of UK Government (e.g. as a condition of leave to remain in the UK). More specific details are set out in the Data Processor's Data Protection Statement.

12.3 Please note that by providing your personal information to the School and CDD as Controllers, you are providing your consent to the processing of that personal information by them in accordance with the relevant Data Protection Statement and any other information and/or consent form(s) provided to you from time to time.

12.4 UWE sets out its policies on Data Protection in Section 12 of its Terms and Conditions ("Data Protection"). UWE also collects, holds and otherwise processes "personal data" (which may include "sensitive personal data", each as defined by the Data Protection Act 1998) about applicants and students of the School. UWE is also a Data Controller for your data. Where personal data is held about you by UWE, as defined under the Data Protection Act 1998, the School acts as a Data Processor of UWE's data.

13. **Safeguarding and Communication with Parents**

The School has policies on safeguarding children and vulnerable adults, and on communication with parents for students who are under 18 years of age or in a vulnerable position. Further information about the policies can be found at www.oldvic.ac.uk.

14. **Choice of on-course activities**

14.1 Subject to condition 17 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 15 and 16, the School will deliver courses as set out in the prospectus and course summary referred to in condition 2.2.3. However, you should note that the structure of School's courses requires students to undertake a number of small group performance "or other" 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 the School undertakes to provide each student with an appropriate range of opportunities throughout the duration of the course as set out in the prospectus and course summary, the School 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, the School will not be in breach of the contract.

15. **Course changes, discontinuance, suspension and non-provision**

15.1 With reference to changes to your course, the terms and conditions set out in Section 5 of UWE's Terms and Conditions shall apply ("Changes to your Programme").

16. **Other changes to this contract**

16.1 The School may from time to time revise the terms and conditions of its contract with you, including the School's rules, regulations, policies and procedures referred to in these terms and conditions:

16.1.1 in circumstances where the School 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

16.1.2 in circumstances which are caused by matters outside our control (as set out in condition 18); and/or

16.1.3 in circumstances which reflect changes in relevant laws; and/ or

16.1.4 in the event of changes to the requirements of the School, and/or CDD by their regulators (e.g. the Higher Education Funding Council for England) and/or professional bodies; and/or

16.1.5 in the event of changes in the approval of the School's programmes and awards by UWE

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

16.3 Changes to UWE's rules, regulations, policies and procedures which apply to your studies shall be made in accordance with UWE's policies and procedures relating to changes.

17. **Events outside our control**

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract if that is caused by an event outside our control.

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

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

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

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

17.2.4 riot, civil commotion, invasion;

17.2.5 an actual, suspected or threatened act of terrorism;

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

17.2.7 national emergencies;

17.2.8 breakdown of plant or machinery;

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

17.2.10 failure of public or private telecommunications networks.

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

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

17.3.2 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 after the event outside our control is over.

18. **Complaints procedure**

18.1 If you wish to complain about any aspect of our service after you have enrolled as a student, you may do so using the School's Complaints Procedure. The School's Complaints Procedure outlines the roles and responsibilities of the School, UWE and CDD in relation to your complaint. If you are not satisfied with the final decision regarding your complaint, you may be able to make a complaint to the Office of the Independent Adjudicator (<http://www.oiahe.org.uk/>).

19. **Notices**

19.1 If you have any questions about the contract, any of the terms and conditions or need to contact the School for another purpose, please contact the HE Administration & Student Support Manager, Bristol Old Vic Theatre School, 1-2 Downside Road, Clifton, Bristol BS8 2XF

19.2 If the School needs to contact you by email or in writing, such communication will be sent to the last contact email address and postal address provided by you to the School. It is your responsibility to ensure that the contact email address and postal address that the School holds for you on file is correct and current.

20. Your right to cancel

20.1 When we confirm your place on a course at the School, a legal contract is formed with the School (as explained in condition 2). For the avoidance of doubt, your place on a course at the School is only confirmed when you receive, in response to your acceptance of the School's offer, an email from the School confirming that you have been accepted onto a course.

20.2 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason.

20.3 The cancellation period will expire after 14 days from the day of the confirmation of this contract.

20.4 To exercise the right to cancel, you must inform us of your decision by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory.

20.5 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.

20.6 If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you.

20.7 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.

20.8 The terms of cancellation of the UWE contract are set out in section 11 of UWE's Terms and Conditions www.oldvic.ac.uk.

21. Other important terms

21.1 The contract is governed by English law and subject to the jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland; if you are a resident of Scotland, you may also bring proceedings in Scotland; and, if you are a resident of any country in the EU, you may also bring proceedings in that country which is your national country.

Name of Policy Writer/Amendments	Date Written & agreed / Amended	Approved by	Review Date
Nick Holland, CDD, Sue Yilmaz, UWE and Julia Heeley, BOVTS	13/02/17	Paul Rummer, Principal, BOVTS	13/02/18

Appendix 1 Model Cancellation Form

To the HE Administration & Student Support Manager, Bristol Old Vic Theatre School, 1-2 Downside Road, Clifton, Bristol BS8 2XF.

I ['student name'] hereby give notice that I ['student name'] cancel my contract for the supply of the following service: course of Higher Education level study.

Ordered on: _____

Received on: _____

Name of student:

Address of student:

[Signature of student:]

Date: