

Aug 2020

THE SCHOOL OF  
**BALLET**  
THEATRE **UK**



# **BA (Hons) Ballet Performance**

*Terms and Conditions*  
*2021-22 Entry*

The School of Ballet Theatre UK  
Leicestershire House, The Borough, Hinckley, Leicestershire LE10 1NL

## **1. INTRODUCTION**

- 1.1 This document forms a contract between you ("Student") and The School of Ballet Theatre UK ("School") which is formed when you accept an offer of a place at the School.
- 1.2 These terms and conditions set out the basis of your contract with the School. They summarise key obligations for the School, the Student and about your course. They also set out what additional documents, policies or procedures you and the School need to abide by.
- 1.3 These terms and conditions, along with the School's policies, together with your offer letter and the Statement of Responsibility, form the entirety of the agreement between you and the School relating to your course.

## **2. CONFIRMATION OF PLACE OFFER**

- 2.1 To secure a place on the course the applicant must read, sign and return this agreement and pay a registration fee of £250 within 14 days of receiving a place offer from the School via email. This registration fee is strictly non-refundable in all circumstances and does not contribute towards any fees due to the School.
- 2.2 Upon the School receiving the returned completed terms and conditions and registration fee the Student will receive their enrolment welcome pack with all relevant documentation and information.

## **3. ENROLMENT**

- 3.1 Enrolment is the process whereby the applicant officially becomes a student of the School. The enrolment process requires the Student to;
  - a) Ensure that the School has correct personal details
  - b) Provide proof of identification and qualifications
  - c) Completed and return a GP Certificate
  - d) Statement of Responsibility Form whereby the Student and parent or guardian agree to abide by the School's policies
  - e) Confirm how the tuition fees will be paid by returning the Payment Confirmation document
  - f) All new students joining the School must pay an enrolment fee of £1250.00, due on or before May 1<sup>st</sup>, 2020. This fee is non-refundable, even in the event of the student not commencing onto the course
- 3.2 Due to high demand, the School cannot guarantee to keep places for students who fail to return the paperwork and deposit by the deadline.

#### 4. EXPECTATIONS

- 4.1 A Higher Education qualification in dance requires commitment from both parties. This section sets out what the Student can expect of the School and what the School expects of the Student.
- 4.2 The School will provide the Student with the tuition and learning support associated with the course. This is done with reasonable care and skill in the way described in the relevant course specifications, module study guides and other publications such as the School's policies for the appropriate academic year.
- 4.3 The School will use its reasonable efforts to provide the Student with appropriate access to academic and other resources in support of the Student's studies.
- 4.4 The Student can expect the School to:
- a) Deliver high-quality teaching and effectively manage the course
  - b) Provide suitable learning resources and facilities that are fit for purpose
  - c) Make available an academic support service dedicated to helping you develop your academic skills
  - d) Deliver a range of workshops, seminars, projects, and performances that are designed to develop transferable skills and attributes necessary for future employment
  - e) Place students in the group most suited to their abilities and will not enter into any discussion or correspondence on this subject.
  - f) Make available careers development that is embedded into the course and available individually to help the Student with their future career
  - g) Provide the Student with module study guides and a course handbook which, along with resources, will provide up-to-date and accurate information about the modules and assessments
  - h) Ensure the Student receives timely feedback on all work that is constructive and enhances the Student's learning
  - i) Encourage the Student to provide feedback on the quality of the course and comment on the overall experience via the elected Course Committee and student surveys, then communicate any outcomes.
- 4.5 The School will try not to make material changes to the course content that is described on the website and course handbook. However, on occasion, the School may take a strategic decision to make changes to ensure that the curriculum, teaching and learning methods and forms of assessment are up to date, maintain academic standards and enhance the quality of learning opportunities for students.
- 4.6 The School takes no responsibility for any personal possessions that are misplaced, stolen, or damaged, during the course, or if left behind on the premises at the end of each day. More so, no responsibility can be taken for any injury incurred during or as a result of the course.
- 4.7 Students will have the option of leaving the course venue during breaks, timetable

permitting. No responsibility can be taken on the part of the School, for students' welfare at any time during the day or night, when outside the course premises, i.e. the venue where the classes are held.

4.8 The School expects the Student to:

- a) Take responsibility for their own learning and development, working in partnership with staff to actively engage with the course by attending and actively participating in all taught sessions, completing and submitting all work assigned by the published deadline and carrying out any related work placements, enrichment, or required performances
- b) Be fully prepared for each session: in practical sessions, the Student will comply with the School's dress code; in theory sessions, the Student will come prepared with the necessary tools to take notes and participate in seminars
- c) Respect the timetable provided and attend all classes throughout the academic year. It is not permitted to miss any scheduled classes to accommodate travel arrangements.
- d) Respect the physical environment, staff members and fellow students.
- e) Make use of the academic support and career guidance provided by the School when necessary to support the learning and future progression
- f) Always comply with the School's policies, throughout the duration of study
- g) Read and understand the information provided about the course, as published in the module study guides and course handbook
- h) Check email account/s regularly both during and outside term time to be aware of relevant information in good time
- i) Inform the School of any changes immediately to the Student's contact details via updating their emergency contact form
- j) Inform the School staff of any injuries, medical conditions, or changes in personal circumstances that may impact on progress during the course, this will be requested in writing with support documents from health professionals where applicable
- k) Share ideas and comments about the course and the overall experience with the School by providing feedback through induction questionnaires, module evaluations, becoming a Student Representative or meetings with the Student Representatives or student surveys
- l) Make prompt payments of any charges required by the School
- m) Take reasonable care of themselves and their safety and also the health and safety of other members of the School community and will co-operate with the School in fulfilling its obligations regarding health and safety.
- n) Not intentionally or recklessly misuse or interfere with equipment or facilities provided by the School.
- o) Invest in medical cover/ insurance to protect themselves in the event of

injury or illness and to ensure efficient recovery/ rehabilitation.

- p) Not attend any external training and/or performance opportunities throughout the entirety of the course without written authorisation from the School. This includes but is not limited to short term courses, workshops, competitions, paid dance and teaching work and auditions. Students who do not obtain authorisation prior to any external event will be disciplined in accordance with the School's Behaviour Policy.
- q) Not make any external appointments that will clash with scheduled classes and seminars

4.9 Students not abiding by the School's regulations and policies may be subject to disciplinary action as outlined in the School's Behaviour Policy.

## 5. FEES

- 5.1 Students can pay for their course fee directly to the School or apply for student finance through the University of West London via the Student Loans Company (SLC).
- 5.2 Where a student is over the age of 18 it is their responsibility to ensure that tuition fees are paid, even if the Student is sponsored by a third party, have applied for a student loan or a third party is paying them.
- 5.3 Where a student is under the age of 18 the parent or guardian detailed on the Statement of Responsibility Form (the Fee Payer) will be solely responsible for all fees due to the School.
- 5.4 The Student must make sure that their tuition fees are paid on time, failure to pay is a serious matter. In the event that tuition fees have not been paid in full by the relevant final payment date, the School shall be entitled, but not bound to, refuse to permit the Student to continue on the course. No invoices, receipts or reminders will be sent by the School to the Student/Fee Payer.
- 5.5 The Tuition Fees do not include any fees payable for residential accommodation, nor do they include uniform, dancewear, shoes, guest workshops, external examination fees, travelling expenses, field trips, theatre and museum visits, compulsory texts, materials, costumes, make-up, and printing costs. Please note this is not an exhaustive list. Where there are any additional fees or charges the Student/Fee Payer will be informed of these by the School in a timely manner where possible and payment will be due within 28 days unless otherwise stated.
- 5.6 Unauthorised late payments to the School more than three days overdue will incur a 10% charge payable to the School within 7 days of the notification of the charge.
- 5.7 Late payments more than one month will incur a 10% charge on the total fee outstanding per month until the balance has been paid in full.
- 5.8 The annual fee for tuition is set at £9,250.00. Fees are subject to revision annually. Fees quoted are for the current year only and may vary slightly from one year to the next.
- 5.9 If the Student has any concerns regarding the payment of fees or requires further

information about tuition fees, please contact the School office.

## **6. COLLECTION AND PROCESSING OF DATA**

- 6.1 By accepting an offer of a place at the School and entering into this Agreement the Student understands that the School and its partners or agents will process personal data in order for the School to meet its obligations to deliver education services to the Student under this agreement.
- 6.2 The School needs to collect, hold and process personal data for the purposes of administering and managing the course and all other services provided to the Student. Personal data includes the Student's records, application data, assessment marks, residence data, attendance data, accessing learning materials and financial data.
- 6.3 The data will be processed in line with the General Data Protection Regulations and the Data Protection Act 2018, the School has adopted the University of West London's Data Protection Policy and the Student Data Privacy Notice available on the School's website.

## **7. ATTENDANCE**

- 7.1 Attendance plays a crucial part in the success or failure of the course. To ensure good attendance the School follows a strict attendance procedure as detailed below.
- 7.2 In the instance where the Student's attendance falls below 90%, the Student will be required to meet with the Course Leader and/or the Principal. If following this meeting there is no improvement, and the Student's attendance continues to be below expected standards, the School reserves the right to withdraw the student from the course with immediate effect.

## **8. DISCIPLINARY MATTERS**

- 8.1 All enrolled students are required to observe and act in accordance with the expectations set out by the School in this agreement and the student/course handbooks. Misconduct may relate to academic or behavioural matters; some examples of incidences that could give rise to a disciplinary procedure would include:
- 8.2 Behaviour:
  - a) Poor attendance or lateness
  - b) Unauthorised absence
  - c) Harassment of another student or a member of staff
  - d) Failure to adhere to the School's policies
  - e) Not wearing the correct uniform

- f) Disrespectful conduct
- 8.3 Academic:
  - a) Plagiarism
  - b) Missing an assessment deadline
- 8.4 Disciplinary action resulting from any form of misconduct will action the following steps:
  - 1. Verbal warning
  - 2. Isolation
  - 3. Temporary Exclusion (Suspension)
  - 4. Permanent Exclusion (Expulsion)
- 8.5 At any stage, a Disciplinary Recommendation may be dependent on the severity of the misconduct. This may include immediate suspension or expulsion from the School.

## 9. FITNESS TO STUDY

- 9.1 The School has a duty of care to its community and takes the wellbeing of its students very seriously. The School will undertake provisions to support all students if they present a health concern, a risk to a student or to others.
- 9.2 If the Student has concerns regarding their own fitness to study, they must speak with a member of the School's support staff to determine a suitable course of action regarding the course.
- 9.3 The Student should utilise their registered GP in Hinckley as first port of call regarding illness or injury.
- 9.4 Support staff can provide information on a range of specialist professionals across the health and wellbeing sector. The School's support staff will only provide information and not advise what path to be taken. School staff will not offer medical advice beyond basic first aid.
- 9.5 The Student's fitness to study may be questioned if health problems are disrupting their studies, or the studies of others, or result in unreasonable demands being placed on staff, other students or School.
- 9.6 In the interest of student safety, any student considered by the School's staff to not be dancing to their full capacity, due to injury and/or illness, up to four weeks before a scheduled performance date will not be permitted to perform. This decision is final.
- 9.7 Where the Student's fitness to study does not improve, or the Student is not following professional or/School's advice, the School reserve the right to withdraw the Student from the course to ensure the safety of themselves and/or others.
- 9.8 Should the Student need to make an appointment to see a medical professional such as doctor/dentist this should be made outside of the School's scheduled timetable. Exceptional circumstances can be discussed with the School to seek approval. All

requests for absence, where possible, must be made to the office within seven days of the date required. Failure to do so may result in the request being denied.

## **10. COPYRIGHT AND INTELLECTUAL PROPERTY**

- 10.1 Photographs and videos of students taken during their time of study may be used on the School's website, social media platforms and publicity material. Anything captured remains the sole property of the School and can be used at any time, beyond the Student's training. If a student wishes to use any material created by the School authorisation must be granted by the School prior to use. Failure to gain copyright of any image may result in further action being taken by the School.
- 10.2 Any work or assessment material created during the course may be used by the School for promotional purposes. The School shall have the exclusive right to publish any such material throughout the legal term of copyright.
- 10.3 The School may record class work and student performances throughout the academic year and are not obliged to share this footage with the Student.

## **11. MATERIAL CHANGES TO TERMS AND REGULATIONS**

- 11.1 The School will try not to make material changes to the terms and conditions, regulations and policies set out in this and other documents. However, the School may need to do so in response to changes in legal requirements or government policy. If this is necessary, the School will give the Student reasonable notice of these changes and the date they take effect. The School will also make all amended documents available to the Student via email.

## **12. CHANGES AND/OR CANCELLATION OF A COURSE**

- 12.1 Circumstances beyond the control of the School may mean that the School cannot provide such educational services. This may include but not limited to:
  - a) The unanticipated departure or absence of key members of staff
  - b) Significant changes to Higher Education funding
  - c) The acts of any governmental or local authority
  - d) Severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.
- 12.2 In these circumstances, the School will take all reasonable steps to minimise the resultant disruption to those services and to affected students by delivering a modified version of the same course.
- 12.3 The School may make a strategic decision to close the course because insufficient enrolments render it non-viable from an academic, student experience or resourcing



perspective. In such cases where a course is closed, the School will consult all existing students and applicants as early as possible prior to the proposed course closure and is highly likely to 'teach out' the original course, enabling existing students to complete their course. This will always be the preferred option, however, very occasionally, this may not be considered viable on academic and student experience grounds, in which case the School will invite all applicants/students to have individual support and guidance with school staff if appropriate.

### **13. TERMINATION OF AGREEMENT**

- 13.1 By You:
- 13.2 You may withdraw from your course and terminate this Agreement at any time. To withdraw from the course you must give notice, in writing to the School. You should contact your course leader and school office to initiate the process for withdrawal.
- 13.3 You will normally be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by the school office.
- 13.4 If you withdraw part way through your Course you must pay the Tuition Fees up until the point you communicate your withdrawal.
- 13.5 Any refund which may be due to you will be in accordance with the terms of the University of West London's 'University's Tuition Fee Policy'.
- 13.6 By the School:
- 13.7 The School may withdraw your offer or terminate this Agreement in writing with immediate effect (subject to your rights of internal appeal) if:
- a) You or your sponsor fail to pay the Tuition Fees;
  - b) You fail to meet the conditions of the offer made to you;
  - c) You provided false, incomplete, inaccurate or misleading information in your application to the School or at any other time;
  - d) Action has been taken against you in accordance with the School's disciplinary or fitness to practise procedures;
  - e) You fail to meet the School's progression or award requirements;
  - f) You fail to meet your obligations under Tier 4 student visa or you no longer have permission to study in the United Kingdom;
  - g) You are unable to meet the requirements of your course including obtaining/maintaining membership of specified organisation;
  - h) Your behaviour represents a serious risk to the health, safety or welfare of yourself or others; or
  - i) You materially breach these Terms and Conditions.
- 13.8 You have a right to submit an internal appeal of the School's decision to terminate

the Agreement under the Student Complaints Procedure or the Appeals Regulations as appropriate.

**13.9 Consequences of Termination**

**13.10 If at any time this Agreement terminates:**

- a) The School shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);
- b) The School shall be entitled to require you to stop studying on your course and to leave the School immediately (if, at the date of termination, you have enrolled);
- c) You are required to return to the school office any items on loan to the student from the School such as resources, locker keys etc issued to you on enrolment or throughout studies, together with all property owned by the School;
- d) You must pay all outstanding fees immediately;
- e) Any contract you have for third party accommodation will terminate in accordance with its written provisions.

**14. NOTICE**

14.1 Any notice given under this agreement will be in writing.

14.2 The School will send any notice to the Student by email to the contact email address, and those of the Fee Payer if applicable. The School may also send any notice to either the Student's term-time address or home address.

**15. GENERAL**

15.1 Each of the clauses of these terms and conditions operates separately. If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

15.2 These terms and conditions are personal to the Student and the Student may not transfer them or their rights under them to anyone else.

15.3 Only the Student and/or Fee Payer and the School are parties to this agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this agreement.

15.4 Failure or delay by the Student or the School to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent the Student or the School from taking steps to enforce that or any other provision.

15.5 This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

## 16. DECLARATION

16.1 By signing below, I confirm that I have read, understood and agree to the terms and conditions in this agreement

Student Name	Student Signature	Date
Parent/Guardian Name *	Parent/Guardian Signature *	Date

\* Please note the parent/guardian must be the same as per the Statement of Responsibility