

Terms and Conditions for Students and Prospective Students

September 2021

1. Scope of regulations

1.1 Acts or Articles of Government

Nothing in any of the regulations should be construed as annulling or amending such Acts or Articles.

1.2 Terms and conditions apply to all Leeds Conservatoire prospective students and students.

1.3 Programme of study and other regulations

In addition to the Terms and Conditions, students and prospective students must comply with:

- Regulations and other requirements of programmes of study;
- Regulations of the validating body, the University of Hull, including but not limited to the Misconduct Regulations, the Complaint Regulations, the Academic Appeal and Queries Regulations, the Library and ICT Regulations and Guidance, insofar as they apply to Collaborative Provision students;
- Regulations governing the use of services and facilities;
- The Student Charter and the Student Guide to Communication and Consultation at Leeds Conservatoire;
- Any other regulations, procedures and rules as are approved by, or on behalf of, the Academic Council.

2. Duration of this Agreement

2.1 Commencement of the agreement

- This agreement commences when a prospective student accepts the offer of a place on a programme of study at Leeds Conservatoire.
- Prospective students who firmly accept the offer of a place have a statutory right to cancel within 14 days from the date on which they accept the place without providing any reason (a 'cooling off' period).
- Prospective students who wish to terminate the Agreement after the cooling off period and before registration must notify the conservatoire, either via UCAS/UCAS Conservatoires (for UCAS

prospective students) or directly to the Admissions Team (direct prospective students), that they do not wish to take up their place.

2.2 Termination of the Agreement

- This Agreement will end automatically when the conservatoire publishes notification of awards relating to a student's programme of study. In cases where an award is not published, for example where a student withdraws before the expected end date of the course, the effective date of completion will be the date of withdrawal recorded on the Student Information System.
- A student may terminate this Agreement after registration by giving formal notice of withdrawal. This will not necessarily end all of a student's responsibilities under this Agreement (see clause 11.2). A student must return all materials and equipment borrowed from the conservatoire and pay any outstanding fees. Students' liability for payment of fees on early termination is detailed in the Tuition Fees Policy (available on the website).
- Leeds Conservatoire will end this Agreement if a student's studies cease, subject to their right of appeal, as a result of:
 - action taken against a student leading to expulsion (in accordance with the Student Conduct and Disciplinary Policy);
 - withdrawal from studies for persistent non-attendance and/or non-engagement with the programme of study,
 - a decision of the Board of Examiners, based on academic performance;
 - non-payment of tuition fees (in accordance with the Tuition Fees Policy);
 - the conservatoire becoming aware of information about a student or prospective student that it did not previously know, which, in the reasonable opinion of the conservatoire, makes it inappropriate for them to study on the programme.

3. **Obligations of Leeds Conservatoire to its students and prospective students**

- 3.1 Leeds Conservatoire has in place a Student Protection Plan to provide assurance to current and future students, and the Office for Students, that we have in place appropriate arrangements to protect the quality and continuation of study for all of our students. The conservatoire undertakes to take all reasonable steps to provide the teaching, examination, assessment and other educational services set out in its prospectus, programmes and other literature, including on its website, and will take all reasonable steps to minimise disruption to such services where it is within our control to do so. See also 11.5 below.
- 3.2 Leeds Conservatoire follows its Published Information Policy in the production of information for students and prospective students.

- 3.3 Where information is owned or hosted by a third party, for example by overseas representatives, Leeds Conservatoire makes every effort to ensure the accuracy of such information but cannot be held responsible for errors or omissions.

4. Changes to or cancellation of courses and programmes of study

As outlined in the Student Protection Plan, Leeds Conservatoire reserves the right:

- 4.1 To make such changes to the details of courses/programmes of study it considers reasonable including changes in content, delivery or teaching staff.
- Routine, periodic changes are unlikely to negatively impact students and will generally be motivated by annual reviews and/or student feedback. Where a change is more significant, student consultation will take place before any changes are made that will impact current students.
 - Emergency or planned contingency changes may be necessary in the event of serious disruption, for example Covid-19 or other public health restrictions. Students will be notified of any changes as far in advance as possible and all arrangements will be made with reference to government guidance, Office for Students requirements, local and national public health advice and Leeds Conservatoire's own risk assessment.
- 4.2 To cancel any course/programme of study it considers reasonable including where the number of prospective students holding offers is, at any time, deemed to be insufficient for Leeds Conservatoire to justify provision of the course/programme of study.
- Where the delivery of a course/programme is uncertain because it is subject to final approval, this will be made clear in publicity materials. Every effort will be made to identify a suitable alternative in the event the course/programme is subsequently not approved.
 - Where the delivery of a course/programme is uncertain because of low prospective student numbers, this will be communicated to prospective students at the earliest stage and every effort will be made to identify a suitable alternative in the event the course/programme is subsequently cancelled.
 - Where an existing course/programme is cancelled, its delivery for continuing students will be unaffected: provision will be made for them to complete the course/programme, including for students who have to repeat modules because of academic failure. The detail of such provision will be communicated to students in a timely fashion.

5. Personal information

- 5.1 Students and prospective students must:
- notify the conservatoire of any changes to their name, home and/or term-time address, or any other change to information supplied in their application;
 - notify the conservatoire of any changes in circumstances, including to their health status, where this has a direct impact on their ability to study.
- 5.2 All personal data provided to Leeds Conservatoire will be processed in accordance with Data Protection Legislation.

6. Payment of fees

- 6.1 All students are personally liable for the payment of all charges relating to their registration as a Leeds Conservatoire student.
- 6.2 Tuition fees payable for each academic year are payable at registration for that year unless:
- confirmation of payment by the Student Loan Company (undergraduate students) or other sponsor has already been received by Leeds Conservatoire, or is presented by the student at registration; or
 - where regulations allow, certain categories of students make an application for payment by instalments, in accordance with the current instalment arrangements, which is approved at registration.
- 6.3 Postgraduate students accessing postgraduate loans (where the loan is paid directly to the student) are responsible for paying fees to the conservatoire.

7. Students' liabilities

- 7.1 Students are liable for any loss, damage or defacement wilfully or negligently caused by them to the fabric, apparatus, equipment or property of Leeds Conservatoire.
- 7.2 Discipline procedures will be invoked as appropriate in circumstances arising from 7.1 above.

8. Intellectual Property Rights (IPRs)

- 8.1 Students retain ownership of IPRs in their creative output ('Student Works') even where substantial Leeds Conservatoire resources/facilities are used (except where it is created jointly with a member of staff of Leeds Conservatoire).
- 8.2 By accepting terms and conditions in online self-registration, the student:
 - grants Leeds Conservatoire a non-exclusive licence of IPRs in Student Works to use and exploit howsoever;
 - grants Leeds Conservatoire the necessary rights and consents and waivers to make a recording of any performance involving the student
 - assigns to Leeds Conservatoire all IPRs in such Recordings and provides any necessary consents and waivers to use and exploit any such Recording.
- 8.3 Leeds Conservatoire grants to the student a non-exclusive licence to use any such Recording in 8.2 except where the Recording is of material for examination and assessment and providing such use does not conflict with Leeds Conservatoire's use of the Recording.
- 8.4 The above is a brief summary of the 'Assignment of IP in Recordings' agreement which is available for students to read in full on the VLE.

9. Travelling and transport for curriculum activities

9.1 Conservatoire arrangements

Where any activity forming part of a conservatoire curriculum involves travelling for which public transport is not available or appropriate, students are responsible for making their own travel arrangements.

9.2 Use of students' own motor vehicles

Students using their own motor vehicles for any activity forming part of a course curriculum do so at their own risk.

9.3 Use of transport not provided by Leeds Conservatoire

Students using any form of transport not provided by Leeds Conservatoire for any activity forming part of a course curriculum do so at their own risk.

10. Recovery of debt: action by Leeds Conservatoire

- 10.1 Students over the age of 18 are liable for all debts incurred to Leeds Conservatoire or Leeds Conservatoire Students' Union and in such cases Leeds Conservatoire reserves the right to take such action, including recourse to the legal process, as is deemed necessary to recover such

debts. Such action will also seek to recover any costs associated with the recovery procedures.

11. Other matters relating to the Agreement

11.1 Notices

Any notice given under this Agreement must be in writing or via email. Emails will be sent to a student's conservatoire email address and letters will be addressed to a term-time address during term-time and a home address (if different) during vacation periods. Letters may exceptionally be addressed to a home address during term-time if attempts to contact the student at their notified term-time address have been unsuccessful. Letters will be regarded as properly served when delivered by hand to that address, or 48 hours after being posted to that address if sent by first-class post, or on receipt of delivery notice.

11.2 Partial operation of Agreement

If any provision of the terms and conditions contained in this Agreement becomes invalid, void or unenforceable, that will not affect the legality, validity or enforceability of the other provisions. Any action taken by Leeds Conservatoire to terminate this Agreement under the provisions in section 2.2 will not restrict its ability to take any other action against a student or prospective student to which it may be entitled. Provided any action taken to terminate the Agreement is in accordance with these conditions or Leeds Conservatoire's or its validating body's procedures, the conservatoire will not be liable for any loss or damage which a student or prospective student may suffer as a result.

11.3 Third parties

This Agreement relates solely to the relationship between the student or prospective student and Leeds Conservatoire and is not enforceable by any other person.

11.4 Legal liabilities

Neither a student / prospective student nor Leeds Conservatoire will be required to provide financial compensation to each other for any failure or delay in performing obligations, other than the payment of debts, if the failure or delay is due to any cause beyond that party's reasonable control (for example, fire, flood or industrial dispute). The Student Protection Plan outlines the circumstances under which the conservatoire would consider claims for refund or compensation.

Leeds Conservatoire cannot accept responsibility for and expressly excludes liability for:

- any loss or damage to students' property, including damage to any motor vehicle or cycle, while on Leeds Conservatoire premises, unless caused by the negligence of Leeds Conservatoire or its employees;
- death or any personal injury suffered by a student or prospective student, unless caused by the negligence of Leeds Conservatoire or its employees.

Leeds Conservatoire will maintain a Business Continuity Plan and review this periodically. If the conservatoire needs to implement this plan, students and prospective students must take all reasonable steps to co-operate with the conservatoire, for example if the conservatoire needs to relocate auditions or course delivery to an alternative site.

11.5 Force Majeure

Leeds Conservatoire will take all reasonable steps to provide the teaching, examination, assessment and other educational services set out in its prospectus, programmes and other literature, including on its website (see 3.2 above). However, Leeds Conservatoire will not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in provision arising from circumstances beyond the conservatoire's reasonable control, including (but not limited to): earthquake, fire, flood, storm, act of God, terrorism, interruption of public utility services or industrial disputes (including those by its own employees).

11.6 Jurisdiction

This Agreement should be interpreted in all respects in accordance with the laws of England and Wales

Leeds Conservatoire General Information

Leeds Conservatoire, 3 Quarry Hill, Leeds, LS2 7PD
A company limited by guarantee. Registered in England and Wales
Company number 7596410

Leeds Conservatoire is part of the Luminare Education Group.
Higher Education programmes are validated by the University of Hull.