

## NATIONAL CENTRE FOR CIRCUS ARTS TERMS AND CONDITIONS (NEW ENTRANTS FROM 2020/21)

**This document sets out the terms and conditions between the National Centre for Circus Arts (“National Centre”) and students on our courses. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions 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 regulations of the University of Kent and in the terminology of the national Quality Assurance Agency for Higher Education ([www.qaa.ac.uk](http://www.qaa.ac.uk)).**

### 1. Introduction

- 1.1 As a conservatoire school, the National Centre may have rules and regulations that are different from other institutions. 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 CIRCUS and allied worlds. Please read the National Centre CODE OF CONDUCT and the other documents referred to in condition 2.2 below, which contain these rules and forms part of the terms and conditions of your contract with the National Centre.
- 1.2 The National Centre is one of six legally autonomous institutions which form part of the Conservatoire for Dance and Drama (“the Conservatoire”). The Conservatoire is a legally autonomous institution which is accountable for the use of public funding by its member Schools for the provision of higher education. You will be registered with both the National Centre and the Conservatoire. Degrees and other higher education qualifications to which courses offered by the National Centre lead are validated by the University of Kent by agreeing to these terms and conditions, you also agree to abide not only by the National Centre’s regulations, policies and procedures, but also by any regulations, policies and procedures established by the Conservatoire and University of Kent which are applicable to your studies at the National Centre as summarised in these terms and conditions.

### 2. Our contract with you

- 2.1 These terms and conditions govern the relationship between you and the National Centre and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.
- 2.2 These terms and conditions will become binding on you and us when we confirm your place on a course at the National Centre in writing, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and the National Centre 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 National Centre Student Handbook [[https://www.nationalcircus.org.uk/docs/StudentHandbook1920\\_1567701066.pdf](https://www.nationalcircus.org.uk/docs/StudentHandbook1920_1567701066.pdf)] and appendices [<https://www.nationalcircus.org.uk/degree-diploma/further-information--higher-education/higher-education-course-documents>];
  - 2.2.2 The National Centre Admissions Policy [[https://www.nationalcircus.org.uk/docs/NationalCentreAdmiss\\_1565710200.pdf](https://www.nationalcircus.org.uk/docs/NationalCentreAdmiss_1565710200.pdf)];
  - 2.2.3 The National Centre Fees Policy [[https://www.nationalcircus.org.uk/docs/HigherEducationFeesP\\_1590156860.pdf](https://www.nationalcircus.org.uk/docs/HigherEducationFeesP_1590156860.pdf)];

- 2.2.4 the summary course document, which is available at [[https://www.nationalcircus.org.uk/docs/SummaryCourseDocumen\\_1572018384.pdf](https://www.nationalcircus.org.uk/docs/SummaryCourseDocumen_1572018384.pdf)];
- 2.2.5 The common student policies provided on the Conservatoire website, found at <https://www.cdd.ac.uk/policies/student-related-policies/>, including but not limited to:
- Student Complaints Procedure
  - Support Through Studies policy
  - Non-Academic Misconduct Policy
  - Policy on Sexual Misconduct, Harassment and Related Allegations
  - Criminal Records Policy
  - Conservatoire Emergency Powers of Exclusion and Suspension
- 2.2.6 The academic regulations, credit framework and applicable general regulations of the University of Kent: <https://www.kent.ac.uk/regulations/>; <https://www.kent.ac.uk/regulations/academic.html>
- 2.2.7 The academic appeals and academic complaints regulations and procedures of the University of Kent: <https://www.kent.ac.uk/regulations/general.html>; <https://www.kent.ac.uk/teaching/qa/credit-framework/creditinfoannex13.html>;
- 2.2.8 The [The Student Protection Plan](#) of the Conservatoire;
- 2.2.9 All other rules, regulations and policies which the National Centre makes for its students from time to time, or which are established by the Conservatoire and the University of Kent which are applicable to your studies at the National Centre, and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 0 ("Other changes to the contract") which will be published on the following websites:
- National Centre website: <http://www.nationalcircus.org.uk>
- Conservatoire for Dance and Drama's website: <http://www.cdd.ac.uk/>
- University of Kent website: <https://www.kent.ac.uk/>
- 2.3 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the contact address provided under condition 21.1, below.
- 2.4 In the event of a conflict between these terms and conditions and the regulations, policies and/or procedures of the University of Kent which apply to your studies, the regulations, policies or procedures of the University of Kent shall take precedence. In the event of a conflict between these terms and conditions and any other regulations, policies or procedures set out in condition 2.2 which apply to your studies, these terms and conditions shall take precedence.
- 2.5 The contract may be ended by the National Centre and Conservatoire 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 National Centre and Conservatoire Codes of Conduct could result in the National Centre taking action against you under the Conservatoire Non-Academic Misconduct policy, which could result in termination by the National Centre of your enrolment on your course and of the contract.

2.6 The National Centre is a sponsor for the purposes of sponsoring students who wish to study there 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 immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements.

### 3. **Enrolment and re-enrolment**

3.1 Your place on a course at the National Centre will be conditional on you 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.

3.2 You must enrol at the designated session at the start of your course, as set out in your introductory information and induction pack. If you cannot or do not enrol at the designated session you must provide the National Centre with a reason for your non-enrolment which is acceptable to the National Centre in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with the National Centre 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 National Centre. Failure to enrol at the start of your course in accordance with condition 3.2 will result your relationship with the National Centre and this contract being terminated and you will need to reapply from the start to be considered for a place to study at the National Centre in a future year.

3.4 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe the National Centre course fees and have not been suspended from the course for any reason including, for example, relating to([DISCIPLINARY OR UNSATISFACTORY PROGRESS PROCEDURES]), 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 National Centre with a reason for your non-enrolment which is acceptable to the National Centre in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with the National Centre and this contract shall be terminated.

### 4. **Your obligations**

4.1 In enrolling with the National Centre as a student, you become part of the National Centre's community. From the point your offer is confirmed 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 [stevie@nationalcircus.org.uk](mailto:stevie@nationalcircus.org.uk) (Head of Academic Administration). You are required at all times to behave courteously and respectfully towards other students and members of academic and non-academic staff, including visiting professionals, in accordance with the Conservatoire and School Codes of Conduct.

4.2 Your obligations to the National Centre are to:

4.2.1 Pay your course fees and other required fees when due as set out in the National Centre's Fees Policy and in the offer letter. If you cease to be a student of the National Centre, because for example you withdraw from your course or the National Centre terminates your enrolment, for example due to non-payment of fees, you may 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 National Centre for the use of resources and facilities as set out in the National Centre Codes of Conduct.
- 4.2.3 Participate actively in your training, including meeting the National Centre's rules around attendance, which do not generally allow for absence other than in exceptional circumstances, and do nothing that will hinder or interfere with the training of other students.
- 4.2.4 Meet assessment deadlines, including attendance requirements for continuous or performance-based assessment.
- 4.2.5 Familiarise yourself with and comply with the relevant Regulations of the University of Kent, the Conservatoire and NATIONAL CENTRE CODES OF CONDUCT and all other rules and regulations, policies and procedures listed as condition 2.2 above which govern the operation of your course and your relationship with the National Centre.

## 5. **Our obligations to you**

### 5.1 The National Centre'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 prospectus and summary course document for the duration of the course; and
- 5.1.3 Ensure that you are assessed in line with the relevant Regulations of the University of Kent.

## 6. **Termination of contract and enrolment**

6.1 You may withdraw from the National Centre and terminate this contract and your enrolment as a student at any time by giving written notice to the National Centre by sending an email or letter to the address set out in condition 21.2 below. Any such withdrawal will take effect when the named contact receives the communication from you.

6.2 The National Centre may terminate this contract and your registration if, in accordance with these terms and conditions and the appropriate regulation, policy or procedure:

- 6.2.1 you do not pay your course fees when due;
- 6.2.2 you fail to disclose relevant information to the National Centre (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course;
- 6.2.3 your student status is terminated (for example under the Non-Academic Misconduct Policy), or (in the case of an international student requiring immigration permission to enter or remain in the United Kingdom) if the National Centre 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 health and safety requirements in line with theatre industry

guidelines or serious cases of non-approved absence, or serious breach of the National Centre Student Code of Conduct;

- 6.3 If the contract and your enrolment have been terminated, your entitlement to a refund of course fees and/or other fees will be in accordance with the National Centre's Fees Policy.
- 6.4 On termination of the contract and your enrolment, you must return your door pass and any other property owned by the National Centre to the Admissions and Registry Manager (NCCA, Coronet Street, London, N1 6HD)

## 7. **Intermission of studies**

- 7.1 Depending on its length, approval may be required from the University of Kent before a period of intermission can be granted. All periods of intermission count towards the maximum period of time for the completion of your programme.
- 7.2 The National Centre and Conservatoire may, on occasion and in line with relevant Regulations of the University of Kent, 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 Support Through Studies policy (or equivalent).
- 7.3 During the intermission of your studies, the National Centre may make adjustments to your course, in line with the terms outlined in conditions 16 and 17. You will be consulted as soon as the National Centre is 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 National Centre's [Fees Policy](https://www.nationalcircus.org.uk/docs/HigherEducationFeesP_1590156860.pdf) [https://www.nationalcircus.org.uk/docs/HigherEducationFeesP\_1590156860.pdf] for full information on fees and debts.
- 8.2 It is important that you read the Fees Policy carefully as this sets out the National Centre's and your respective rights and obligations including but not limited to circumstances in which sums paid to the National Centre will be refunded. It also sets out the potential consequences if you fail to make payment, which includes the National Centre's ability to terminate your registration and this contract, and/or to withhold awards. In addition, non-payment of fees and/or charges could result in the National Centre taking legal action against you to recover outstanding amounts.
- 8.3 We may require you to pay a deposit to confirm the offer of a place on a course. Course fee deposits are not normally refundable.
- 8.4 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 National Centre's Fees Policy.
- 8.5 The specialist equipment used in some Circus specialisms can be expensive, but it is normally possible for the National Centre to supply you with access to the equipment you will need for your course. There are some exceptions, notably any apparatus which has to be custom made or made to fit the student's size. One example of this would be a [Cyr wheel]. Most students opt to purchase their own equipment, and the National Centre has a

loan scheme to assist you in the purchase of circus equipment, provided this is essential for your circus discipline. Subject to there being any outstanding loan under that scheme, any equipment you purchase through the loan scheme belongs to you and may be kept by you on completion of the course. Further details regarding the additional costs of studying at the National Centre and the equipment loan scheme is set out in the relevant guidance [[https://www.nationalcircus.org.uk/docs/AppendixHEquipmentLo\\_1537890812.pdf](https://www.nationalcircus.org.uk/docs/AppendixHEquipmentLo_1537890812.pdf)].

- 8.6 Course fees do not include some personal materials, such as practice clothes/kit and books. You will be expected to bear the cost of attending at least one circus performance during their period at the National Centre.
- 8.7 For students paying Home / EU undergraduate fees who are new entrants to a course in 2019/20 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 2019/20 or new entrants to a course in subsequent years, the course fee 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 RP1-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.
- 8.8 It is your responsibility to ensure that all deposits, tuition and other course fees and charges payable to the National Centre are paid when due. Your offer letter will state the amount of course fees that you will be required to pay. Where it is agreed that fees may be paid in instalments, these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of the National Centre to a different schedule of instalments, course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the Fees Policy.
- 8.9 If you are paying your course fees with a government-sponsored loan, you must provide proof to the National Centre before enrolment that you have the necessary finance in place. If you are not able to provide proof, the National Centre may require that you pay the first instalment of your fees yourself.
- 8.10 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 National Centre has received cleared funds.
- 8.11 If you do not pay course fees in accordance with these terms, the National Centre 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 National Centre in accordance with its Fees Policy. If you cease to be a student of the National Centre, because for example you withdraw or the National Centre terminates your registration, you may still be liable for any course fees and/or other charges which are outstanding, in accordance with the Fees Policy.

## 9. Risk of Injury and Health Insurance

- 9.1 The National Centre aims to provide a well maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, the National Centre 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 NATIONAL CENTRE CODE OF CONDUCT [[https://www.nationalcircus.org.uk/docs/AppendixJNationalCen\\_1504265055.pdf](https://www.nationalcircus.org.uk/docs/AppendixJNationalCen_1504265055.pdf)]. 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.

- 9.3 You should be aware, however, that National Centre courses and their assessments can be physically demanding. In addition, CIRCUS 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 all. For this reason we would 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 you being unable to complete the course.

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

- 10.1 The National Centre can accept no responsibility for loss or damage to your equipment or other property which is incurred at the National Centre 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.
- 11.2 If you are studying for an undergraduate or taught postgraduate degree, unless agreed otherwise, you shall own any intellectual property you generate and provide to the National Centre during your course.

## 12. **Criminal convictions**

Information about how National Centre processes criminal records data, including the procedures under which this information is handled, is found in the Conservatoire's [Criminal Records Policy](#).

## 13. **Data Protection**

- 13.1 The National Centre and the Conservatoire (each a "Controller") collect, hold and otherwise process "personal data" (which may include "sensitive personal data" as defined by the Data Protection Act (2018) or "special category personal data" as defined by the General Data Protection Regulations (2018) about applicants and students of the National Centre which is provided to them by you (or which is otherwise received from third parties) for their own, separate purpose(s), in accordance with each Controller's Data Processing Statement. The Conservatoire's Data Processing Statement can be found at <http://www.cdd.ac.uk/policies/student-related-policies/>. National Centre's Data Processing Statement can be found at <https://www.nationalcircus.org.uk/about/who-we-are/privacy-policy>
- 13.2 This personal information is generally processed by each Controller for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring

and enhancement purposes or for publication; and to make required returns to external bodies, including to the regulator (the Office for Students) and agencies of UK Government (e.g. as a condition of leave to remain in the UK). More specific details are set out in each Controller's Data Processing Statement <https://www.nationalcircus.org.uk/about/who-we-are/privacy-policy> and <http://www.cdd.ac.uk/about-us/how-we-work/resources-and-policies/>.

- 13.3 Schools of the Conservatoire for Dance and Drama will share, as necessary, information with the Conservatoire (including Shared Services and other members of Conservatoire Schools)/validating university regarding student cases<sup>1</sup> which may include personal and sensitive data as part of the fair and proper investigation and handling of a student case, and to maintain and enhance standards and good practice. 'As necessary' means where it is necessary to share information regarding a student case in order to investigate and resolve it (including Appeal Panel hearings). All such information will be treated confidentially. If you have any questions or concerns regarding the Conservatoire's procedures you should contact Shared Services by emailing [qualityoffice@cdd.ac.uk](mailto:qualityoffice@cdd.ac.uk).
- 13.4 Please note that by providing your personal information to each Controller, you are providing your consent to the processing of that personal information by that Controller where, in accordance with the relevant Data Processing Statement and any other information and/or consent form(s) provided to you from time to time, that is the basis for lawful processing of your personal information.
- 13.5 The National Centre may share your contact information (Term Time Address) with the Hackney Electoral Registration Officer for the purposes of the electoral registration of the student as required by the Office for Students. More information about registering to vote and the Electoral Register can be found by following this link <https://www.gov.uk/register-to-vote>

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

The National Centre 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 requested from [stevie@nationalcircus.org.uk](mailto:stevie@nationalcircus.org.uk)

#### 15. **Choice of on-course activities**

- 15.1 Subject to condition 18 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 16 and 17, the National Centre will deliver courses as set out in the prospectus and course summary document referred to in condition 2.2.4. However, you should note that the structure of National Centre's courses requires students to undertake a number of small group performance projects and similar activities and you may on occasion be asked to express preferences for which of the available group performance projects or similar activities you wish to undertake. Whilst National Centre 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, National Centre 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, National Centre will not be in breach of the contract.

---

<sup>1</sup> Student cases include, but are not limited to: student complaints; student non-academic misconduct cases (including cases of sexual misconduct); student Support Through Studies cases; related appeals under any of these procedures; other 'cases' relating to students.



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

- 16.1 If it reasonably considers it to be necessary, the National Centre may make reasonable changes to the content, syllabus, mode of delivery and/or timetable of courses set out in the prospectus and course summary document which:
- 16.1.1 are not material to the overall learning outcomes of the course (for example, moving the timing of a particular module or project within the year, or a change in the staff delivering the module or project);
  - 16.1.2 will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
  - 16.1.3 are caused by matters outside our control (as set out in condition 18); and/or
  - 16.1.4 are in order to comply with changes in the law and/or the instructions of the National Centre's or the Conservatoire's regulators (such as the Office for Students), a validating university, and/or professional body.
- 16.2 The National Centre may discontinue, suspend and/or not provide courses if there are insufficient numbers of student enrolments to make a course viable and/or for any reason outside the National Centre's control (as set out in Condition 17).
- 16.3 Where changes are to be made to courses in accordance with condition 16.2 which are not significant, we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change).
- 16.4 In the unlikely event that the National Centre changes a course significantly:
- 16.4.1 The National Centre will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your studies (if you are affected by the change);
  - 16.4.2 you will be entitled to withdraw from the course by informing the National Centre of this intention;
  - 16.4.3 If you withdraw from the course, the National Centre may (if reasonable to do so), refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis) and
  - 16.4.4 where reasonably practicable, the National Centre will offer you a place on a course which the National Centre deems a suitable alternative.
- 16.5 In the unlikely event that the National Centre discontinues, suspends and/or does not provide a course, 'in consultation with the validating university':
- 16.5.1 the National Centre will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change);
  - 16.5.2 the National Centre will refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and
  - 16.5.3 Where reasonably practicable, the National Centre will offer you a place on a course which the National Centre deems a suitable alternative.

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

- 17.1 The National Centre may from time to time revise the terms and conditions of the contract including the rules, regulations, policies and procedures referred to in these terms and conditions:
- 17.1.1 in circumstances where the National Centre 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
  - 17.1.2 in circumstances which are caused by matters outside our control (as set out in condition 18); and/or
  - 17.1.3 in circumstances which reflect changes in relevant laws; and/ or
  - 17.1.4 in the event of changes to the requirements of the National Centre and/or the Conservatoire by their regulators (e.g. the Office for Students) and/or professional bodies; and/or
  - 17.1.5 in the event of changes in the National Centre's validation arrangements, 'for example where the University of Kent determines to amend any of its regulations, policies or procedures which apply to your programme'
- 17.2 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.

## 18. **Events outside our control**

- 18.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control.
- 18.2 An event outside our control means any act or event beyond our reasonable control, including without limitation:
- 18.2.1 strikes, lock-outs or other industrial action or disputes (whether involving our workforce or any other party);
  - 18.2.2 acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;
  - 18.2.3 war (whether declared or not) or threat or preparation for war;
  - 18.2.4 riot, civil commotion, invasion;
  - 18.2.5 an actual, suspected or threatened act of terrorism;
  - 18.2.6 fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;
  - 18.2.7 national emergencies;
  - 18.2.8 breakdown of plant or machinery;
  - 18.2.9 default of suppliers and/or sub-contractors; or

- 18.2.10 failure of public or private telecommunications networks.
- 18.3 If an event outside our control takes place that affects the performance of our obligations under the contract:
- 18.3.1 we will contact you as soon as reasonably possible to notify you; and
- 18.3.2 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.
- 19. Complaints procedure**
- 19.1 The National Centre welcomes feedback on your experience of being a student and looks to make improvements where it can. If you wish to complain about any aspect of our service after you have enrolled as a student, you may do so using the Student Complaints Procedure [<http://www.cdd.ac.uk/policies/student-related-policies/>]. The Complaints Procedure outlines the roles and responsibilities of the National Centre, the University of Kent and the Conservatoire in relation to your complaint: 'and in the case of academic complaints or non-academic complaints about a service provided by the University of Kent sets out your right of recourse to the University of Kent. If you are not satisfied with the final decision regarding that complaint, you may be able to make a complaint to the Office of the Independent Adjudicator (<http://www.oiahe.org.uk/>).
- 20. Admission to the BA (Hons) 'Top Up' Course**
- 20.1 Successful completion of the two year Foundation Degree in Circus Arts does not guarantee admission to the one year BA (Hons) top up course. Admission onto the BA is offered in accordance with the published procedures for admission to these programmes.
- 21. Notices**
- 21.1 If you have any questions about the contract or any of these terms and conditions, please contact Head of Academic Administration and Student Support: Stevie Taylor [stevie@nationalcircus.org.uk](mailto:stevie@nationalcircus.org.uk)
- 21.2 In the event that you need to contact the National Centre, please send your communication by email or in writing to Stevie Taylor, National Centre for Circus Arts, Coronet Street, London, N1 6HD or email [stevie@nationalcircus.org.uk](mailto:stevie@nationalcircus.org.uk)
- 21.3 If the National Centre 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 Admissions and Registry Manager Joanna Gray [joanna@nationalcircus.org.uk](mailto:joanna@nationalcircus.org.uk). It is your responsibility to ensure that the contact email address and postal address that the National Centre hold for you on file are current.
- 22. Your right to cancel**
- 22.1 When we confirm your place on a course at the National Centre, a legal contract is formed with the National Centre (as explained in condition 2). For the avoidance of doubt, your place on a course at the National Centre is only confirmed when you receive, in response to your

acceptance of the National Centre's offer, an email from the National Centre confirming that you have been accepted onto a course.

- 22.2 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of confirmation of your place on the course without giving any reason.
- 22.3 The cancellation period will expire after 14 days from the day of the conclusion of this contract.
- 22.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, or e-mail). You should exercise your right to cancel by contacting us, Head of Academic Administration and Student Support, National Centre for Circus Arts, Coronet Street, London, N1 6HD – [stevie@nationalcircus.org.uk](mailto:stevie@nationalcircus.org.uk). You may use the attached model cancellation form, but it is not obligatory.
- 22.5 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.
- 22.6 If you cancel this contract within the 14 day cancellation period, we will reimburse to you all payments received from you.
- 22.7 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.

### 23. **Other important terms**

- 23.1 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.

## Appendix 1 Model Cancellation Form

Head of Academic Administration and Student Support

National Centre for circus Arts

Coronet Street

London

N1 6HD

To Stevie Taylor

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:**