national centre for circus arts

NATIONAL CENTRE FOR CIRCUS ARTS
BA (HONS) IN CIRCUS ARTS DEGREE TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR STUDENTS
New Entrants from September 2026

These Terms and Conditions apply to the National Centre for Circus Arts BA (Hons) in Circus Arts three-year degree course. They do not apply to any other courses, including other courses of higher education delivered by National Centre for Circus Arts.

Please note that the **National Centre for Circus Arts Fee Policy** *forms part of these Terms and Conditions as Annex A.*

This document sets out the terms and conditions between National Centre for Circus Arts and students on the BA (Hons) in Circus Arts Degree course. 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 Conditions 2 and 3 of these Terms and Conditions.

These terms and conditions govern the relationship between you and National Centre for Circus Arts ("the School"), and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.

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NB APPENDIX A to these Terms and Conditions is the **National Centre for Circus Arts Fee Policy**

Glossary of Key Words used in this Document

'Course' is used to refer to the full programme of training, study and assessment which you will undertake in pursuit of an award. Each course is made up of a number of modules, and follows the academic regulations of the validating university: for National Centre for Circus Arts, degree courses are validated and awarded by the University of Kent.

'Enrolment' The annual process by which you formally confirm you are beginning each year of your course. Enrolment must normally be fully completed in order to receive full access to School and Course facilities. Enrolment is carried out by the School, and takes place annually (i.e. each student must re-enrol at the start of each academic year in order to continue their studies).

'Guardian' means an adult who is not your parent, but who has legal responsibility for you. A guardian takes parental responsibility for a child until they reach 18 years of age and are legally an adult, and looks after the child they are responsible for, including making decisions for the child.

'Intermission of studies' (also known as 'interruption' or 'suspension' of studies), is where you take some time out from completing your studies within the normal anticipated timeframe. This means your registration as a student with the National Centre remains current, even though you will not be enrolled for the period of time out you are taking (please also see the section of this glossary titled 'Registration' below, for further information). Depending on the length of time away from studies that you need to take, this may or may not have an impact on the point at which you can re-join your course and resume your studies, and in some instances, you may be required to restart a module or academic year from the start. Intermitting your studies might also have implications for your student finance arrangements if you are in receipt of funding from the Student Loans Company (or another funding body such as the Student Awards Agency for Scotland). Any authorisation of a period of intermission must be done in accordance with the academic regulations of the validating institutions. Students studying under a Student Visa should note that intermission of studies may impact upon the terms of your visa and/or alter your visa status.

'Named Responsible Adult' is someone who has agreed to act in your interests and take responsibility for you in matters relating to your higher education course of study. Applicants and students who are estranged from their parents may name a 'responsible adult' who has agreed to take responsibility for them and will be the person with whom the School will communicate with where necessary, with regard to any aspect of your study. If you have any questions about this, you should contact a member of staff in the School to discuss it further.

'Registration' is the final part of the admissions process, where you confirm and update as necessary the personal details we hold for you which you provided in your application; confirm the School course you are intending to study, and agree to abide by, comply and engage with our Terms and Conditions and all related regulations and policies. Registration confirms that you are a student of the School.

'Validated' Validation is defined by the Quality Assurance Agency as 'a process by which a degree-awarding body judges a module or course 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'.

'Validating University' The higher education institution that validates the courses and awards your degree. Your degree certificate will state that you have a degree from the validating university.

Queries and Enquiries
Queries and enquiries about these Terms and Conditions should be addressed in writing to the School via email to: Joanna@nationalcircus.org.uk or irad@nationalcircus.org.uk

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1. IMPORTANT TERMS OF THIS CONTRACT

The National Centre for Circus Arts would like to bring to your attention the following important terms of this contract. Please also refer to Condition 3 of this contract for further information on important terms.

1.1 For the avoidance of doubt, your place on the BA (Hons) in Circus Arts Degree Course at National Centre for Circus Arts is only confirmed when you receive, in response to your acceptance of the School's offer of a place, an email from National Centre for Circus Arts confirming that you have been accepted onto the Course.

1.2 By accepting the offer of a place on the BA (Hons) in Circus Arts degree course, you (and your parent / guardian) accept these terms and conditions in full, which along with your offer and the School's rules, regulations, policies and procedures, alongside the rules and regulations of the University of Kent, as applicable, form the contract between you (and your parent / guardian) and the School in relation to your studies at the School.

1.3 As the validating university, some academic regulations of the University of Kent are also applicable to this contract.

1.4 Relevant policies of National Centre for Circus Arts applicable to this contract can be found: here

1.5 National Centre for Circus Arts is a legally autonomous institution and independent training organisation and charity (registered charity number 1001839). The National Centre for Circus Arts is the registered Higher Education Provider with the Office for Students (OfS). The BA (Hons) in Circus Arts Degree is validated by the University of Kent (the 'validating university').

These terms and conditions will become binding on you and us when we confirm your place on the BA (Hons) in Circus Arts degree in writing following your written acceptance of an offer, 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 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 in Annex A to these Terms and Conditions **National Centre for Circus Arts Fee Policy**, regulations listed in Condition 3 of this contract and the terms and conditions set out in the policies and regulations listed in Condition 3 of this contract.

Students paying Home fees

1.6 For students paying Home undergraduate fees who are new entrants to a course of higher education in 2026/27 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 amount determined in accordance with measures set by Government.

Any such increased fees will not exceed the fee cap current in respect of the relevant period. For more information, please consult **National Centre for Circus Arts Fee Policy**, Annex A to these Terms and Conditions.

1.7 **The above term applies to all undergraduate students paying Home fees, whether you are funded via the Student Loans Company or an equivalent funding body, or you are self-funded.**

Students paying Overseas fees

1.8 For students paying Overseas undergraduate fees who are new entrants to a course of higher education in 2026/27 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 but will not exceed 5% in any one year.

All undergraduate students

1.9 Students on the BA (Hons) in Circus Arts degree course who intermit their studies and return in a new academic year that falls outside the normal three-year registration period for this Course are charged at the same rate as new students in the year they return. This may lead to an increase in the amount you are required to pay overall for the Course fees. Where a student returns from intermitting their studies with no tuition outstanding, there will not be any increase in any outstanding Course fees.

1.10 In the event that reassessment leads a student to exceed the normal one-year period of registration, and where that reassessment necessitates further tuition for this Course, students will be charged at the same rate as new students in the year they return pro-rated on a termly or half termly basis, subject to the period of tuition required. Where reassessment does not necessitate any tuition, there will be no increase in any outstanding Course fees. 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 Course fee debt is paid or cancelled by the School in accordance with the **National Centre for Circus Arts Fee Policy**

1.11 If you cease to be a student of the School, because for example you withdraw or your registration is terminated by the institution, you may still be liable for any Course fees and/or other charges which are outstanding.

1.12 There is a contractual 'cooling period' once you have commenced your enrolment with National Centre for Circus Arts during which you have the right to withdraw from your course up to and including the end of Week 2 of Term 1 without incurring any tuition fee liability. In the event of starting the course late, the first 14 days of your enrolment constitute the 'contractual cooling period'.

1.13 The first 14 days of your enrolment constitute the 'Contractual Cooling Period' applicable to this contract. During this cooling period or prior to enrolment, where conduct by you is deemed by the School to be a breach of any of our policies and incompatible with our values and ethos of inclusivity, kindness and community, that, in the reasonable view of the School, makes it inappropriate for you to remain on the Course or as a student of the School, the School may immediately terminate this contract. Please also see Condition 3 of this contract 'Our Contract with You' and Condition 8 'Termination of contract and enrolment'.

1.14 For the BA (Hons) in Circus Arts Degree the School expects 100% attendance as per all National Centre for Circus Arts Courses of higher education. Compulsory attendance of at least 80% of the timetabled sessions is needed to pass each stage of the Course. Sessions are defined as: classes, solo/group performances, choreographic/creative workshops, lectures, seminars, tutorials, research forums and discussions, tutorials and mentoring sessions.

1.15 You should be aware that the majority of the School's Courses of study and their assessments can be physically demanding. Circus, dance and 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 all. For this reason, you may wish to consider taking out private health insurance to support you with any medical treatment that you may require.

1.16 Health care can be obtained free of charge from the NHS for 'home students'[1] 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 your course. You are advised to contact National Centre for Circus Arts for information and advice regarding medical insurance.

Validating Universities

1.17 The degree delivered by National Centre for Circus Arts is validated and awarded by the University of Kent.

1.18 For the purposes of this contract:

- Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in the relevant Course Summary document for the BA (Hons) in Circus Arts Degree. Please see also the **National Centre for Circus Arts Fees Policy**

- Information about additional costs is contained in Condition 10 'Fees and Costs' of this contract.
- You may be required to complete additional administrative processes for the validating university to ensure you are appropriately registered for the award led to by your Course of study with the School.

Key material information relating to these terms and conditions (such as policies and course information) can be located on the website of the School:

- National Centre for Circus Arts: **Policies and Procedures - National Centre for Circus Arts | National Centre for Circus Arts**
- The academic regulations that govern the delivery of the BA (Hons) in Circus Arts Degree can be found on the website of the validating university, the University of Kent: **https://www.kent.ac.uk/regulations**

- In accordance with the Office for Students' **conditions of registration**, all registered higher education providers must have a Student Protection Plan in place.

Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these Terms and Conditions, including any regulations, policies or documents, should be referred to the School at: headminteam@nationalcircus.org.uk

[1] See https://www.ukcisa.org.uk/Information--Advice/Studying--living-in-the-UK/Health-and-healthcare#layer-3209 for more details about paying for medical treatment.

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Please see following pages for the full Terms and Conditions.

NATIONAL CENTRE FOR CIRCUS ARTS
BA (HONS) IN CIRCUS ARTs DEGREE

FULL TERMS AND CONDITIONS FOR STUDENTS
(New Entrants from September 2026)

2. Introduction

2.1 Due to the nature of the intensive training provided in its higher education courses, National Centre for Circus Arts ("the School") may have rules, policies, procedures and regulations that are different from other institutions. These rules and regulations are part of the framework that will support you in understanding the artistic discipline(s) and related industries in and for which you are training. Please ensure you read the National Centre for Circus Arts Student Code of Conduct along with the other documents referred to in condition 3.3 below, which contain these rules, policies, procedures and regulations, and form part of the terms and conditions of your contract with the School.

2.2 National Centre for Circus Arts is a legally autonomous institution and independent training organisation and charity (registered charity number 1001839). The school is the higher education institution registered with the Office for Students (OfS) and is responsible for meeting the conditions of registration and maintaining its registration with the OfS.

2.3 By agreeing to these terms and conditions, you also agree to abide not only by the School's regulations, policies and procedures, but also by any regulations, policies and procedures established by the validating university which are applicable to your studies at the National Centre for Circus Arts, as summarised in these terms and conditions. Please see Condition 3 of these Terms and Conditions for further information about such regulations, policies and procedures.

3. Our contract with you

3.1 These terms and conditions govern the relationship between you, National Centre for Circus Arts ("the School") and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents. By accepting the offer of a place on the BA (Hons) in Circus Arts degree course, you accept these terms and conditions in full, which along with your offer and the School's rules, regulations, policies and procedures, alongside the policies, procedures, rules and regulations of the University of Kent, as applicable, form the contract between you and the School, in relation to your studies at the School.

Confirmation of an offer of a place to study

3.2 Applicants to courses of higher education receive their offer of a place to study directly from National Centre for Circus Arts. In either case, an offer of a place to study is not confirmed until you have submitted written acceptance of the offer of a place to study, and National Centre for Circus Arts has confirmed the place in writing.

Registration on the Course

3.3 For the avoidance of doubt, a student will be deemed to be 'registered' by the School once the National Centre for Circus Arts has notified you in writing that your written acceptance of the offer of a place has been received and confirmed. A student will be deemed to be 'enrolled' once they have undertaken the enrolment process with the School at the start of each academic year. Registered students are required to enrol with their School at the start of each academic year in order to maintain their registration. Please see also Condition 5 of these Terms and Conditions for further information on enrolment and re-enrolment.

Basis of these Terms and Conditions (including applicable rules, regulations, policies and procedures)

3.4 These terms and conditions will become binding on you and us when we confirm your place on the BA (Hons) in Circus Arts degree in writing following your written acceptance of an offer, 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 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 the National Centre for Circus Arts regulations and policies as provided on the website, as updated from time to time, found at **Policies and Procedures**

3.4.1 including but not limited to:

- Admissions Policy
- Admissions Appeals and Complaints Policy
- Academic Misconduct Policy (University of Kent Credit Framework Annex 10)
- Attendance Policy
- National Centre for Circus Arts Student Code of Conduct
- Data Protection Policy
- Data Processing Statement
- Interruption of Studies Policy
- IT Policy – Acceptable Use
- Policy on Students' Completion of Degree
- Safeguarding Policy
- Undergraduate Student Handbook and relevant appendices

- Working with Others Policy and Handbook
- Emergency Powers of Exclusion and Suspension
- Inclusivity Policy and Protocols
- Non-Academic Misconduct Policy and Procedures
- Policy on Harassment, Sexual Misconduct, and Related Behaviours
- Refunds and Compensation Policy
- Student Complaints Procedure
- Support Through Studies Policy and Procedures
- Student Protection Plan (see condition 3.3.3 below)

3.4.2 In accordance with the Office for Students' conditions of registration, all registered higher education providers must have a Student Protection Plan in place.

Breach of policies within the post-enrolment contractual 'cooling period'

3.5 There is a contractual 'cooling period' once you have commenced your enrolment with National Centre for Circus Arts during which you have the right to withdraw from your course up to and including the end of Week 2 of Term 1 without incurring any tuition fee liability. In the event of starting the Course late, the first 14 days of your enrolment constitute the 'contractual cooling period'.

3.6 All students who join National Centre for Circus Arts sign up to our Student Code of Conduct. Our School Code of Conduct covers every member of our community, both students and staff. Our values are enshrined in this Code of Conduct, which sets out our expectations for how we will treat each other, with kindness, understanding and empathy, and that by joining National Centre for Circus Arts students are committing to being in ways that are inclusive and respectful, and do not engage in attitudes or behaviour that are incompatible with our values.

3.7 In the event that the School determines that you are in breach of either the Student Code of Conduct (or any other School policy that applies to these Terms and Conditions), this will be a breach of these Terms and Conditions and therefore a breach of contract. If such a breach occurs within the 'contractual cooling period' (or, if you begin the course late, within the first 14 days of your enrolment on the course) that in the reasonable view of the School makes it inappropriate for you to remain on the course, the contract may be immediately terminated.

3.8 Examples of policy/contractual breaches that would, in the reasonable view of the School, make it inappropriate for the student to remain on their course, include, but are not limited to:

- Harmful attitudes (for example, transphobia, misogyny, anti-Semitism, Holocaust denial) that are incompatible with our values and harmful to our community
- Racist behaviour
- Sexual Misconduct (as defined in the Policy on Sexual Misconduct, Harassment and Related Behaviours)
- Harassment
- Violence
- Bullying
- Other unacceptable behaviours that fall within the definition of 'Related Behaviours' as defined in the Policy on **Sexual Misconduct, Harassment and Related Behaviours**

3.8.1 Breach of any conditions will be addressed according to your registration status. If you have accepted your offer but have not yet registered and enrolled for your Course, this contract may be terminated immediately by the School. Once you are a registered and enrolled student, unless you are within the contractual 'cooling period' disciplinary proceedings may be brought against you under the **Non-Academic Misconduct Policy**, which may result in sanctions including suspension or expulsion from the institution and your Course.

3.8.2 The **National Centre for Circus Arts Fee Policy** (Annex A to these Terms and Conditions) that you will be furnished with at the point of offer.

3.8.3 The **summary course document relevant to your Course of study.**

3.8.4 The academic regulations, credit framework and applicable general regulations of the **University of Kent**:

https://www.kent.ac.uk/regulations/; Marking, Assessment and Awards - Quality Assurance and Enhancement Office - University of Kent

The academic appeals and academic complaints regulations and procedures of the University of Kent:

https://www.kent.ac.uk/regulations/general.html; Marking, Assessment and Awards - Quality Assurance and Enhancement Office - University of Kent

3.8.5 All other rules, regulations and policies which National Centre for Circus Arts make for their students from time to time, or which are established by the validating university of the School which are applicable to your studies with us, and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 18 ("Other changes to the contract") which will be published on the following websites, as applicable:

- National Centre for Circus Arts website: **Policies and Procedures**
- University of Kent website: **https://www.kent.ac.uk/**

3.9 **Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these Terms and Conditions, including any regulations, policies or documents, should be referred to the School at: joanna@nationalcircus.org.uk or irad@nationalcircus.org.uk**

3.10 In the event of a conflict between these terms and conditions and the academic regulations, academic policies and/or academic procedures of the validating university which apply to your studies, the academic regulations, academic policies or academic procedures of the validating university 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 3 of these Terms and Conditions which apply to your studies, these terms and conditions shall take precedence.

3.11 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 3.3 above. For example, failure to comply with any of the National Centre for Circus Arts Codes of Conduct could result in action being taken against you under the Non-Academic Misconduct policy, which could result in termination by the School of your enrolment on your course and of the contract.

3.12 It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (i.e. does not omit information you have been asked to provide). Please see the **Admissions Policy** Condition: 'False, fraudulent or misleading information provided by applicants' for further information.

Visa and immigration requirements

3.13 National Centre for Circus Arts is a sponsor for the purposes of sponsoring students who wish to study here from outside the UK and other designated areas where students qualify for 'Overseas Fee Status' and has measures in place to ensure that it complies with its obligations to the UK Government in relation to immigration.

3.14 Where relevant, you are required to comply with any terms and conditions applicable to overseas (international) students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements. The National Centre for Circus Arts must comply with its own duties under immigration law and as a result may have to withdraw sponsorship of your Student Route Visa for a number of reasons. Withdrawal of your sponsorship may also result in termination of your registration as a student at National Centre for Circus Arts. Queries regarding visas should be addressed directly to the School.

3.15 See also Condition 5 of these Terms and Conditions, 'Enrolment and Re-enrolment' and Condition 8 of these Terms and Conditions 'Termination of Contract and Enrolment'.

4. Application and admission to National Centre for Circus Arts

4.1 The School's **Admissions Policy**, supported by the School's **Contextual Admissions Framework**, sets out the framework for applying and being admitted to the Course. The Admissions Policy includes details of the institutional processes for seeking feedback on, and raising appeals and complaints against, decisions made in connection with an application.

Applicants and students with disabilities and additional support needs

4.2 If you have a disability and/or any additional support needs you are strongly encouraged to disclose this to the School as soon as you apply or at any time during the admissions process, in order that we can best support you through your studies. National Centre for Circus Arts may tailor individual support plans to students under the **Support Through Studies policy and processes**, either prior to enrolment or at any time on the Course once enrolled.

4.3 Disabled students are encouraged to disclose their support requirements so that we can endeavour to meet them during the audition process and subsequent training. Failure to disclose your disability may mean that you will not get the support to which you are entitled, and any necessary adjustments may be delayed or may not be made.

Disclosure of pre-existing physical injuries and conditions

4.4 National Centre for Circus Arts will routinely request whether applicants have any pre-existing injury or condition that they wish to disclose to the School prior to commencing studies in order that they can be appropriately supported. Where candidates do not disclose a pre-existing injury or condition ahead of commencing their studies, or enrolled students fail to disclose injuries or conditions arising after Enrolment, the School accepts no liability for any exacerbation or impact upon such an injury or condition. For the BA (Hons) in Circus Arts degree, this extends to any exacerbation or impact upon an injury or condition that is sustained as a direct or indirect part of activities undertaken by the student pursuit of this award. For further information, please also see Condition 11 of these Terms and Conditions, 'Risk of Injury and Health Insurance'.

Criminal convictions

4.5 Having a criminal record is not necessarily a bar to being a student of National Centre for Circus Arts. The National Centre for Circus is committed to equality of opportunity and will not request or require any applicant to disclose whether they have a criminal record prior to receiving an offer of a place to study being made, in any circumstances.

4.6 National Centre for Circus Arts only requires disclosure of a criminal record in specific circumstances dictated by the requirements of Courses. Where a Course has a compulsory element (e.g. placement involving 'regulated activity'[2] with children and/or vulnerable adults) that requires a criminal records check such as an enhanced Disclosure and Barring Service, or 'DBS' check), applicants will normally be required to undertake a criminal record check before an applicant's accepted place can be confirmed by the School.

[2] For more information on 'regulated activity' please see the NCCA Criminal Records Policy

4.7 Where a Course has an optional element requiring a criminal record check that students can choose whether to take, students are not required to undergo a criminal record check unless they wish to participate in the element. Applicants are not required to undergo a criminal record check as part of the process of application to the Course.

4.8 Upon receipt of a disclosure of a criminal record, whether by an individual applicant/student or as a result of a criminal records check, the School will undertake a risk assessment in accordance with the procedures under the **National Centre for Circus Arts Safeguarding Statement**. For more information, details of relevant Courses where an enhanced DBS check may be required, and the specific circumstances in which the School will process criminal records data, please see the Criminal Records Policy and procedures.

5. Enrolment and Re-enrolment

5.1 Your place on a Course of higher education with National Centre for Circus Arts will be conditional on you complying with the relevant School enrolment conditions and requirements, including any conditions relating to your fees, and enrolling at the start of your course and at the start of each subsequent academic year.

5.2 You must enrol at the designated session at the start of your course, as set out in your introductory information and induction pack provided by the School. If you cannot or do not enrol at the designated session you must provide the School with a reason for your non-enrolment which is acceptable to the School 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 School, and this contract shall be terminated.

5.3 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by the School and the National Centre for Circus Arts will exercise its discretion in its consideration of a request to defer a place for enrolment, particularly where a deferral may be a reasonable adjustment for a disabled student.

5.4 Failure to enrol at the start of your Course in accordance with the conditions set out in Condition 5 of these Terms and Conditions will result in your relationship with the School and this contract being terminated and you will need to reapply from the start to be considered for a place to study at National Centre for Circus Arts in a future year. This is the case regardless of whether you have previously completed a course with National Centre for Circus Arts.

5.5 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe any Course 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 with a reason for your non-enrolment 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 National Centre for Circus Arts and this contract shall be terminated.

6. Your obligations

6.1 In accepting these Terms and Conditions and enrolling with us as a student, you become part of the School community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at Condition 3 above. 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 **National Centre for Circus Arts Student Code of Conduct** . Please also see Conditions 3 and 11 of these Terms and Conditions.

6.2 Your obligations to National Centre for Circus Arts are to:

6.2.1 Pay your Course fees and other required fees when due, as set out in the **National Centre for Circus Arts Fee Policy** and in the offer letter. If you cease to be a student of the National Centre for Circus Arts, because for example you withdraw from your course or the National Centre for Circus Arts terminates your enrolment, for example due to non-payment of fees, you may still be liable for any outstanding fees (see Condition 8 'Termination of contract and enrolment', below).

6.2.2 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the School's rules and regulations established in the **National Centre for Circus Arts Student Code of Conduct** and other codes of conduct as appear in relevant policies (e.g. **Non-Academic Misconduct Policy**, **Policy on Sexual Misconduct, Harassment and Related Behaviours**).

6.2.3 Participate actively in your training, including meeting the Course requirements and School'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.

6.2.4 Meet assessment deadlines and related assessment requirements, including attendance requirements for continuous or performance-based assessment.

6.2.5 For the BA (Hons) in Circus Arts degree the School expects 100% attendance. Compulsory attendance of at least 80% of the timetabled sessions is needed to pass each stage of the Course. Sessions are defined as: Lectures, seminars, research forums and discussions, tutorials and mentoring sessions. Mentoring sessions are pre-arranged and it is the student's responsibility to ensure availability.

6.2.6 Familiarise yourself with and comply with the relevant regulations of the validating university, and the National Centre for Circus Arts.

6.2.7 Comply with the terms of your visa (if applicable).

7. Our obligations to you

7.1 Our obligations to you are to:

7.1.1 Provide you with the tuition, pastoral and learning support associated with your Course with reasonable care and skill;

7.1.2 Subject to Conditions 17 and 18 of these Terms and Conditions, deliver your Course as described in the School prospectus/website pages and course summary document for the duration of the course; and

7.1.3 Ensure that you are assessed in line with the relevant Regulations of the validating university for your Course.

8. Termination of contract and enrolment

8.1 You may withdraw from the Course and terminate this contract and your enrolment as a student at any time by giving written notice to National Centre for Circus Arts by sending an email or letter to National Centre for Circus Arts with whom you are enrolled at the address and contact details provided in your offer letter, and/or by completing the intermission/withdrawal forms accessed on the schools VLE (Virtual Learning Environment). Any such withdrawal will take effect when the School confirms that the communication from you has been received and confirms the date of withdrawal, which will normally be the date on which the communication from you is received by the School.

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

8.2.1 you do not pay your tuition (Course) fee when due;

8.2.2 you fail to disclose relevant or significant information to the School (including in respect of criminal convictions where required to make a disclosure - please see the Criminal Records Policy for further information) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your Course;

8.2.3 we become aware of information about you which we did not know during the application process and which, in our reasonable opinion, makes it inappropriate for you to study on the Course;

8.2.4 you fail to comply with any of your obligations under the **National Centre for Circus Arts Student Code of Conduct** to participate in ensuring the School is a safe and inclusive community;

8.2.5 your student status is terminated (for example, under **the Non-Academic Misconduct Policy**) or in the case of an overseas (international) student requiring immigration permission to enter or remain in the United Kingdom, if the School removes its sponsorship from your visa; and/or

8.2.6 as an enrolled student, 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 industry guidelines or serious cases of non-approved absence, or serious breach of the **National Centre for Circus Arts Student Code of Conduct** **Non-Academic Misconduct Policy**, **Policy on Sexual Misconduct, Harassment and Related Behaviours**, or any other codes of conduct and behaviour applicable to your registration as a student on the course;

8.2.7 you materially breach any of the terms and conditions of the contract within the first 14 days of your enrolment (the 'contractual cooling period'). In this event, where conduct by you is deemed by the School to be a breach of any of our policies and incompatible with our values and ethos of inclusivity, kindness and community, that, in the reasonable view of the School, makes it inappropriate for you to remain on the Course or as a student of the School, the School may immediately terminate this contract. Please also see Condition 3 of this Contract 'Our Contract with You' for further information.

8.3 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 for Circus Arts Fee Policy**

8.4 A decision by National Centre for Circus Arts to terminate this contract and thus your registration and enrolment as a student at the School will mean that you shall be required to cease studying at the School with immediate effect.

8.5 On termination of the contract and your enrolment, you must return your door pass and any other property owned by the School to the designated staff member at the School. If you are uncertain about this, you should contact the School immediately to seek clarification about returning such property.

9. Intermission/Interruption of studies

9.1 You may be permitted to intermit your studies (also known as 'interruption of studies'), with permission from National Centre for Circus Arts in accordance with the academic regulations of the validating university and the requirements of your Course. Depending on its length, approval may be required from the validating university before a period of intermission can be granted. All periods of intermission count towards the maximum period of time for the completion of your Course.

9.2 National Centre for Circus Arts may, on occasion and in line with the **Support Through Studies policy,** the academic regulations of the validating university and the requirements of your Course, require you to suspend your studies if it determines that you are not able for any reason to adequately participate in your Course.

9.3 During the intermission of your studies, National Centre for Circus Arts may make adjustments to your Course, in line with the terms outlined in conditions 17 and 18. You will be consulted where changes may substantively affect your Course as soon as it is practicable for the School to do so.

9.4 If your enrolment is interrupted or terminated for whatever reason including intermission of studies, this may affect any bursary or scholarship awarded to you, and / or any visa issued to you.

10. Fees and Costs

10.1 This Condition sets out key conditions relating to fees. You should consult **National Centre for Circus Arts Fee Policy** (Annex A to these Terms and Conditions) and the relevant Course Summary document for full information on fees and debts.

10.2 It is important that you read the Fees Policy carefully as this sets out the respective rights and obligations of you, National Centre for Circus Arts including but not limited to circumstances in which sums paid to the School and will be refunded. It also sets out the potential consequences if you fail to make payment, which includes (for unpaid academic fees and charges) the School's ability to terminate your registration and this contract, and/or to withhold awards. In addition, non-payment of academic or non-academic fees and/or charges could result in National Centre for Circus Arts taking legal action against you to recover outstanding amounts.

Course fee status

10.3 The Course fee status of individual applicants will be determined prior to an offer being made of a place to study on a National Centre for Circus Arts Course of study. The Course fee status will be assessed and determined by National Centre for Circus Arts operating the relevant Course to which the applicant has applied. Course fee status will be set as either 'Home' or 'Overseas' and will be confirmed at the point of offer, in the offer letter.

Students paying Home fees

1.1 For students paying Home undergraduate fees who are new entrants to a course of higher education in 2026/27 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 amount determined in accordance with measures set by Government. Any such increased fees will not exceed the fee cap current in respect of the relevant period.

10.4 The above term applies to all students paying Home fees, whether you are funded via the Student Loans Company or an equivalent funding body, or you are self-funded.

Students paying Overseas fees

10.5 For students paying Overseas undergraduate fees who are new entrants to a course of higher education in 2026/27 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 but will not exceed 5% in any one year.

Other fee increases

10.6 Students on the BA (Hons) in Circus Arts degree course who intermit their studies and return in a new academic year that falls outside the normal registration period for this Course are charged at the same rate as new students in the year they return. This may lead to an increase in the amount you are required to pay overall for the Course fees. Where a student returns from intermitting their studies with no tuition outstanding, there will not be any increase in any outstanding Course fees.

10.7 In the event that reassessment leads a student to exceed the normal period of registration, and where that reassessment necessitates further tuition for this Course, students will be charged at the same rate as new students in the year they return pro-rated on a termly or half termly basis, subject to the period of tuition required. Where reassessment does not necessitate any tuition, there will be no increase in any outstanding Course fees.

Associated additional Course costs

10.8 Any associated additional course costs for the BA (Hons) in Circus Arts degree shall be set annually by National Centre for Circus Arts and published in the relevant Course Summary Document.

Additional costs

10.9 Course fees for the BA (Hons) in Circus Arts degree do not include some personal materials, such as costs relating to students' individual research project demands (e.g. equipment, travel if applicable, books). You should look on the relevant Course Summary Document for your course for more information on additional costs, including additional costs that are non-compulsory but which you may wish to pay.

10.10 Information on additional costs is found **here**, and you are advised to contact National Centre for Circus Arts for any further information.

Payment of fees

10.11 It is your responsibility to ensure that all deposits, tuition and other Course fees and charges payable to National Centre for Circus Arts are paid when due. Your offer letter will state the amount of Course fees that you will be required to pay.

10.12 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 National Centre for Circus Arts 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 **National Centre for Circus Arts Fee Policy**

10.13 If you are paying your Course fees with a government-sponsored loan, you must provide proof to National Centre for Circus Arts before enrolment that you have the necessary finance in place. If you are not able to provide proof, you may be required to pay the first instalment of your fees yourself.

10.14 Where National Centre for Circus Arts exceptionally permits attendance whilst a Course fee instalment is outstanding, the period of attendance with outstanding Course fees will not normally exceed one month from the date that the instalment is due.

10.15 Where an alternative instalment plan has not been agreed, the School reserve the right to suspend or withdraw the student in accordance with Condition 8 ('Termination of contract and enrolment') of these Terms and Conditions for non-payment of Course fees. 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.

10.16 If you do not pay Course fees in accordance with these terms, the School reserve the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any Course fee debt is paid or cancelled by the School in accordance with **National Centre for Circus Arts Fee Policy**. If you cease to be a student of the School , because for example you withdraw or the School terminate your registration, you may still be liable for any Course fees and/or other charges which are outstanding.

11. Risk of Injury and Health Insurance

11.1 National Centre for Circus Arts aims to provide a well-maintained environment that all users and staff members find safe and enjoyable and in which learning goals can be achieved effectively. In providing this environment, the School understands and complies with its legal obligations to act reasonably to safeguard the health and safety of our students.

11.2 Pursuant to these terms and conditions, all students are required to familiarise themselves full with and to adhere to the **National Centre for Circus Arts Student Code of Conduct**. This is published on the School website, alongside the Student Handbook. You are required to take care in ensuring your own safety and the safety of those around you, to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained, and to report any issues with equipment or premises as soon as reasonably practicable to a member of School staff.

11.3 You should be aware that the majority of the School's Course of study and their assessments can be physically demanding. In addition, Circus and other dance and 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 all. For this reason, you may wish to consider taking out private health insurance to support you with any medical treatment that you may require.

11.4 Healthcare can be obtained free of charge from the NHS for 'home students'[3] 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 your course. You are advised to contact National Centre for Circus Arts for information and advice regarding medical/health insurance.

[3] See https://www.ukcisa.org.uk/Information--Advice/Studying--living-in-the-UK/Health-and-healthcare#layer-3209 for more details about paying for medical treatment.

12. Personal equipment and other property

National Centre for Circus Arts cannot accept any responsibility or liability for loss or damage to your equipment or other property, which is incurred at the School, or in an alternative location, or otherwise in the course of your studies.

13. Intellectual property

13.1 Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trademarks, rights in designs, rights in computer software, database rights and other intellectual property rights, whether registered or unregistered.

13.2 If you are studying for an undergraduate degree, unless agreed otherwise, you shall own any intellectual property you generate and provide to National Centre for Circus Arts during your course.

13.3 By signing these Terms and Conditions you are agreeing National Centre for Circus Arts using photographic images and/or recordings for publicity/marketing/other legitimate purposes (such as demonstrating the training of the various artistic disciplines delivered by National Centre for Circus Arts). You may withdraw your consent for us to use these images/recordings at any time by writing to National Centre for Circus Arts via email.

14. Data Protection

14.1 National Centre for Circus Arts collects, holds and otherwise processes 'personal data' which may include 'special category data' as defined by the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) about applicants and students of the school. This data may be provided directly by you or received from third parties and is processed for the school's own legitimate purposes in accordance with its Data Processing Statement.

The National Centre for Circus Arts Data Processing Policy can be found here: **https://www.nationalcircus.org.uk/app/uploads/2022/07/ncca-student-data-processing-statement.pdf**

14.2 This personal information is generally processed by the school 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 its agencies or other agencies of the UK Government (e.g. as a condition of leave to remain in the UK).

More specific details are set out in the school's Data Processing Statement.

14.3 National Centre for Circus Arts will share, as necessary, information with the validating university regarding student cases[4]. This may include special category (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.

14.4 '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 School's procedures, you should contact National Centre for Circus Arts.

15. Safeguarding and Communication with Parents

15.1 National Centre for Circus Arts has a policy on safeguarding children and vulnerable adults ('Safeguarding Policy'), and on communication with the parents / guardians / named responsible adults. Generally, all communication will be between the School and the Student directly. Communication with the parents / guardians, named responsible adult will only take place with the express permission of the student.

16. Choice of Course activities

16.1 Subject to condition 19 ('Events outside our control') and our rights to make changes to Courses and/or to these terms and conditions under conditions 17 and 18, National Centre for Circus Arts will deliver the BA (Hons) in Circus Arts degree course as set out in the course summary document referred to in condition 3.3.

16.2 The structure of the BA (Hons) in Circus Arts degree course consists of projects which are self-directed and self-led by students. Notwithstanding this, National Centre for Circus Arts is a dynamic, wide-reaching and thriving community, and opportunities for individual and/or collaborative activities, either related to the Course or outside the Course, may arise during your studentship. In such circumstances, you may on occasion be asked to express preferences for which of the available collaborative or group performance/academic projects or similar activities you wish to undertake.

16.3 Whilst National Centre for Circus Arts undertakes to provide each student with an appropriate range of opportunities throughout the duration of the course as set out in the published information including prospectus and course summary, the School does not guarantee to accommodate the individual preferences of students in its allocation of collaborative or group academic/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/academic 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.

[4] Student cases include, but are not limited to: student complaints; student non-academic misconduct cases (including cases of sexual misconduct); students excluded or suspended under the Emergency Powers; student Support Through Studies cases; student cases arising under the Policy on Sexual Misconduct, Harassment and Related Behaviours, related appeals under any of these procedures and/or any other School policy as relevant; other 'cases' relating to students.

16.4 National Centre for Circus Arts recognises that students on the BA (Hons) in Circus Arts degree are at an advanced stage in their artistic training and that professional opportunities may arise during your studies on the Course. Where feasible and appropriate, and subject to meeting specific learning outcomes in accordance with the BA (Hons) in Circus Arts course specification, the School may be able to accommodate such opportunities within the Course. However, the School is not able to guarantee that all such professional opportunities will be able to be accommodated. Where the School deems it feasible and appropriate that a professional opportunity may be able to be accommodated, you will be required to comply with any conditions set by the School to facilitate this in the event that you decide to take up such opportunity.

17. Course changes, discontinuance, suspension and non-provision

17.1 If it reasonably considers it to be necessary, National Centre for Circus Arts may make reasonable changes to the content, syllabus, mode of delivery or assessment, and/or timetable of the BA (Hons) in Circus Arts degree course set out in the prospectus and course summary document which:

17.1.1 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);

17.1.2 will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);

17.1.3 are caused by matters outside our control (as set out in condition 19); and/or

17.1.4 are in order to comply with changes in the law and/or the instructions of the School's regulators (such as the Office for Students), the validating university, and/or any professional body.

17.2 National Centre for Circus Arts 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 Schools control (as set out in Condition 19). Where relevant, the Student Protection Plan may apply.

17.3 Where changes are to be made to Courses in accordance with condition 18.1 which are not significant, National Circus for Circus Arts 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.

17.4 National Centre for Circus Arts defines 'significant changes' to a Course of study as changes requiring full approval by the validating university in accordance with that university's academic quality assurance processes which can be found on the validating university website.

17.5 In the unlikely event that National Centre for Circus Arts changes a Course significantly:

17.5.1 The School 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);

17.5.2 you will be entitled to withdraw from the Course by informing the School of this intention in writing;

17.5.3 If you withdraw from Course, National Centre for Circus Arts may (if reasonable to do so), refund Course fees and/or deposits paid in accordance with the Fees Policy (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis) and;

17.5.4 where reasonably practicable, the School will offer you a place on a Course which the School deems a suitable alternative. Where such a Course is not delivered by National Centre for Circus Arts, any requirements for entry to that course will be at the discretion of the admitting institution and National Centre for Circus Arts will not be liable in the event that another institution refuses admission to that Course.

17.6 In the unlikely event that National Centre for Circus Arts discontinues, suspends and/or does not provide the BA (Hons) in Circus Arts degree course, in consultation with the validating university:

17.6.1 The School 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);

17.6.2 National Centre for Circus Arts will review the decision in accordance with the applicable Student Protection Plan to determine appropriate refunds of Course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and

17.6.3 Where reasonably practicable, the School will facilitate a move to an alternative course with another provider.

18. Other changes to the contract

18.1 National Centre for Circus Arts 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:

18.1.1 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

18.1.2 in circumstances which are caused by matters outside our control (as set out in condition 19); and/or

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

18.1.4 in the event of changes to the requirements National Centre for Circus Arts by their regulators (e.g. the Office for Students) and/or professional bodies; and/or

18.1.5 in the event of changes in National Centre for Circus Arts' validation arrangements, for example where the validating university determines to amend any of its regulations, policies or procedures which apply to your Course.

18.2 Where changes are made to the terms and conditions of the contract under condition 17, 18 or 19, where necessary we will undertake suitable consultation with students and take all reasonable steps to communicate and explain these changes you with as much notice as possible.

18.3 It may also be necessary for National Centre for Circus Arts to make changes to these terms and conditions, including to respond to the factors identified under condition 17 'Course changes, discontinuance, suspension and non-provision'. Where changes are made, these will normally be brought into effect at the start of the next academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify students of any proposed changes to these terms and conditions as soon as is reasonably practicable and will seek student agreement to significant change (as defined in Condition 17 of these Terms and Conditions).

19. Events outside our control

19.1 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. Notwithstanding this, National Centre for Circus Arts will take all reasonable actions to minimise and mitigate disruptions to the educational delivery caused by such events.

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

- strikes, lock-outs or other industrial action or disputes involving the workforce of any external party or parties.
- war (whether declared or not) or threat or preparation for war;
- riot, civil commotion, invasion;
- an actual, suspected or threatened act of terrorism;
- fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;
- national emergencies;
- breakdown of plant or machinery;
- default of suppliers and/or sub-contractors; or
- failure of public or private telecommunications networks.

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

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

19.3.2 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.

20. Complaints procedure

20.1 National Centre for Circus Arts welcome feedback on your experience of being a student and we look to make improvements where we can. If you have a complaint after you have enrolled as a student, you may make a complaint using the relevant **Student Complaints Procedure**, which outlines the roles and responsibilities of the School and the validating university in relation to your complaint:

20.1.1 For students at National Centre for Circus Arts, on a Course of study validated by the University of Kent, the Student Complaints Procedure should be used.

20.1.2 In the case of academic complaints, or non-academic complaints about a service provided by the University of Kent, the Student Complaints Procedure sets out your right of recourse to the University of Kent.

20.1.3 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 **https://www.oiahe.org.uk/students/**

21. Notices

21.1 If you have any questions about the contract or any of these terms and conditions, please contact **irad@nationalcircus.org.uk** or **Joanna@nationalcircus.org.uk**

21.2 In the event that you need to contact National Centre for Circus Arts, please send your communication by email or in writing to the named School contact as named in your offer letter.

21.3 If National Centre for Circus Arts needs to contact you by email or in writing, such communication will normally be sent to your School email address and the last contact email address provided by you to the School. We may also issue such communication to the postal address that we have on record for you. National Centre for Circus Arts does not hold any liability for communications not received that we have issued to email or postal address details that we hold on record for you as it is your responsibility to ensure that the contact email address and postal address that National Centre for Circus Arts hold for you on file are kept up to date.

22. Your right to cancel

Your right to cancel within the first 14 days of entering the contract

22.1 Your right to cancel in this condition 22 is additional to your right to withdraw from the Course (as set out in condition 8 of these Terms and Conditions 'Termination of contract and enrolment').

22.2 When we confirm your place on the BA (Hons) in Circus Arts degree course, a legal contract is formed with National Centre for Circus Arts

22.3 For the avoidance of doubt, your place on the BA (Hons) in Circus Arts degree course at National Centre for Circus Arts is only confirmed when you receive, in response to your acceptance of the offer of a place, an email from National Centre for Circus Arts confirming that you have been accepted onto the Course.

22.4 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the date of National Centre for Circus Arts' written confirmation of your place on the course without giving any reason. The cancellation period will expire after 14 days from the day of the School's written confirmation of your place on the course.

Exercising the right to cancel (pre-enrolment)

22.5 To exercise the right to cancel, you must inform us of your decision to cancel this contract by written notification, normally submitted by e-mail. You should exercise your right to cancel by notifying the School by emailing the contact details provided in your offer letter. You may use the attached model cancellation form for these purposes (Appendix 1 to these Terms and Conditions).

22.6 To meet the pre-enrolment 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.

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

Post-enrolment cancellation and contractual 'cooling period'

22.8 National Centre for Circus Arts understands that sometimes a student enters into a contract with us in good faith, but upon arrival and enrolment at the School they determine that it is not the right decision for them to continue on the Course. For this reason, we have a post-enrolment contractual cooling period. This means that you have the right to withdraw from your course up to and including the end of Week 2 of Term 1 without incurring any tuition fee liability, although you may incur other costs that the School is not liable for (please see **National Centre for Circus Arts Fee Policy** for further information).

22.9 Please also see Conditions 3 (Our Contract with You) and 8 (Termination of Contract and Enrolment) of these Terms and Conditions for further information on the post-enrolment contractual 'cooling period'.

23. Other important terms

23.1 The contract is governed by English law and subject to the non-exclusive jurisdiction of the English courts.

national centre for circus arts

NATIONAL CENTRE FOR CIRCUS ARTS

Terms and Conditions

Appendix 1 Cancellation Form

This form may be used to cancel the contract with National Centre for Circus Arts for a place on a Course of higher education.

In order to cancel the contract:

- Complete this form;
- Within 14 calendar days of the date that your acceptance of a place was confirmed in writing by the School, email the completed form to National Centre for Circus Arts to: irad@nationalcircus.org.uk or Joanna@nationalcircus.org.uk

_____

STUDENT NOTIFICATION OF CANCELLATION OF CONTRACT

I ['student name'] _____

hereby give notice that I cancel my contract for the supply of the following service: **Course of Higher Education level study**

Course of study applied for: _____

Date I originally confirmed my acceptance of the offer: _____

Date the School confirmed my place
following my acceptance of the offer: _____

Name of student: _____

Address of student: _____

[Optional] Reason for cancellation:
_____

_____

Signature of student: _____

Date this form was completed and signed: _____