

Terms and Conditions 2019

This document sets out School of Contemporary Music's (as defined below) terms and conditions, which together with the terms contained in the Offer Letter, the Acceptance Form, website information and in any documents or policies referred to in these Terms and Conditions (as defined below), will form a contractual relationship between School of Contemporary Music and you under which School of Contemporary Music agrees to enrol you on one of School of Contemporary Music's programmes and provide you with education and pastoral support services and you agree to progress your studies on a programme at School of Contemporary Music.

Upon confirming acceptance of an offer of a place on a Programme (as defined below) and providing the items set out in term 2.5 below, a contract will be formed between you and School of Contemporary Music. Therefore, before accepting the offer, you should carefully read and make sure you understand these Terms and Conditions and any terms contained in the Offer Letter, the Acceptance Form and in any documents or policies referred to in these Terms and Conditions.

In particular, please note School of Contemporary Music's limitation of liability under Term 9. If you do not understand any part of these Terms and Conditions, or any terms in the Offer Letter, Acceptance Form or in any other document mentioned in these Terms and Conditions, please contact our admissions team at admissions@schoolofcmusic.org before accepting an offer.

1 Definitions and Interpretation

1.1 The definitions set out below apply in these Terms and Conditions:

Acceptance Form: the form sent by School of Contemporary Music to the Applicant within the Unconditional Offer Letter, to be used by the Applicant to confirm acceptance of the Offer.

Additional Costs: has the meaning set out in term 5.16.

Applicant: the person applying to study on a programme offered by School of Contemporary Music.

Application: the formal request made by an Applicant, on the Application Form, to study on one of the programmes offered by School of Contemporary Music.

Application Form: the application form located at www.schoolofcmusic.org/apply-now

Business Day: any day, other than a Saturday, Sunday or public holiday in England, Scotland or Wales.

SCM: School of Contemporary Music limited, as confirmed in your Offer Letter

Conditional Offer Letter: the letter (or offer) sent to the Applicant offering a place on a Programme, setting out conditions that need to be met before being considered for an Unconditional Offer Letter.

Contract: has the meaning set out in term 2.6.

Deposit: the initial Tuition Fee payment required to accept the offer as stated on the Unconditional Offer Letter.

Entitlement Letter: a valid letter of entitlement from Student Finance England or Student Finance Scotland, Wales or Northern Ireland, confirming the funding to which the Student is entitled.

EU Applicant: an Applicant that is not subject to immigration control within the UK and has the right to study in the UK without a visa.

Home Applicant: an Applicant that is not subject to immigration control within the UK and has the right to study in the UK without a visa.

International Applicant: an Applicant that is subject to immigration control within the UK and will therefore require a visa to study in the UK with School of Contemporary Music unless they already hold another visa that permits study within the UK and is deemed to be acceptable by School of Contemporary Music.

International Student: a Student who requires a visa to study in the UK.

Offer Letter: the letter sent to the Applicant offering a place on a Programme, being either a Conditional Offer Letter or an Unconditional Offer Letter.

Other Fees Paid: any fees or charges paid to School of Contemporary Music under the Contract (including, without limitation, where such fees have not been collected on behalf of and transferred to a third party provider in accordance with the Student's instructions or where School of Contemporary Music has provided the student with Terms and Conditions specifically covering an contract), but not including Tuition Fees.

Financial Sponsor: the individual or organisation that has agreed to pay part or all your Tuition Fees, and/or any Additional Costs.

Programme: means the programme offered by School of Contemporary Music, as detailed in your Offer Letter.

Term: each period of time in an academic year, as confirmed by School of Contemporary Music to you, during which classes for the Programme will take place.

Subsequent Tuition Fees: the Tuition Fees minus any Deposit paid by or on behalf of the Student.

Student: the person that, following receipt of an Unconditional Offer Letter, accepts a place to study on a Programme in accordance with term 2.5.

Terms and Conditions: these terms and conditions, also available online at www.schoolofcmusic.org

Tuition Fees: the fees payable by the Applicant or Student (as applicable) to School of Contemporary Music for the Programme as detailed in the Unconditional Offer Letter.

Unconditional Offer Letter: the letter sent to the Applicant offering a place on a Programme, containing the Acceptance Form.

1.2 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.3 Term headings do not affect the interpretation of these Terms and Conditions.

1.4 Any words following the terms *including, include, in particular, for example* or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Applications and Offer Stage

2.1 Following the selection of a desired programme of study, the Applicant should apply direct, complete an Application Form and submit it to School of Contemporary Music together with the relevant documentation requested in the Application Form.

2.2 School of Contemporary Music reserves the right to accept or reject any Applications in its absolute discretion, subject to its legal obligation not to discriminate.

2.3 Where School of Contemporary Music accepts an Application, School of Contemporary Music will issue a Conditional Offer Letter or an Unconditional Offer Letter to the Applicant.

2.4 Where an Applicant receives an Unconditional Offer Letter, an Acceptance Form will also accompany this.

2.5 In order for an Applicant to accept an Unconditional Offer, the Applicant must:

2.5.1 Complete and sign the Acceptance Form and return it to admissions@schoolofcmusic.org, complete and sign the Acceptance Form and return it to the above email.

2.5.2 If the Applicant is self-funded, pay the Deposit. The Deposit paid to School of Contemporary Music will be deducted from any Tuition Fees that become payable;

2.5.3 If the Applicant is to be financially sponsored, provide to School of Contemporary Music satisfactory (in School of Contemporary Music's opinion) evidence of such sponsorship;

2.6 A binding contract (the "**Contract**") will be formed when School of Contemporary Music has received all of the items listed in term 2.5 above. School of Contemporary Music will promptly confirm receipt by email.

2.7 The Student must notify School of Contemporary Music at the time of application of any disability, whether a mental or physical condition, that will have or is likely to have a significant adverse effect on the Student's ability to participate in a Programme, including all ancillary activities associated with the Programme, or where it is likely to mean that special arrangements will be required (for example in relation to access, accommodation, travel). In performing its obligations under the Contract, School of Contemporary Music will comply with the Equality Act 2010 and any associated applicable laws, statutes, regulations and codes from time to time in force. In particular, School of Contemporary Music will comply with its obligations to make reasonable adjustments to alleviate the effects of a Student's disabilities. To assist School of Contemporary Music to make any such reasonable adjustments, School of Contemporary Music must have full disclosure from each Student of any such disability (as described at the beginning of this clause). If the Student fails to notify School of Contemporary Music of any such disability at the time of application and School of Contemporary Music subsequently determines that it cannot support the Student despite its ability to make reasonable adjustments then School of Contemporary Music may: (iii) refuse the Student's application; (iv) withdraw any offer that has been made; or (v) where an offer has been accepted, withdraw the Student from the Programme and terminate the Contract.

3. Cancellation

3.1 The Student has the legal right to change his or her mind and cancel the Contract without giving a reason within 14 days starting from the day after a binding contract has been formed.

Subject to term 3.2 below, School of Contemporary Music will refund any Tuition Fees paid to School of Contemporary Music and any other fees or charges paid to School of Contemporary Music by the Student or on the Student's behalf. Any refund payable under this term will be paid within 14 days of the Student cancelling the Contract.

3.2 If the Student accepts an offer for a Programme which starts during the Cancellation Period and the Student cancels the Contract during the Cancellation Period but after the Programme has started, the Student must pay for the part of the Programme that has been provided by School of Contemporary Music until the time School of Contemporary Music is informed of the Student's decision to cancel the Contract, in accordance with term 3.3 below.

3.3 This term provides information on how to cancel the Contract within the cancellation period:

The Student must let School of Contemporary Music know by a clear statement that the Student wishes to cancel the Contract. The Student may use the cancellation form at www.schoolofcmusic.org to notify School of Contemporary Music, but the Student is not obliged to do so. If the Student would like to use this form, the Student must print it, complete it as indicated and send it by post or email to the address provided

on the form. School of Contemporary Music will promptly acknowledge in writing receipt of the Student's cancellation.

4. Fee Status

In order to ensure that the Applicant is charged the correct Tuition Fees in relation to The Student Fees (Qualifying Courses and Persons) (England) Regulations 2007, The Education (Fees) (Scotland) Regulations 2011 and The Education (Student Fees, Awards, Qualifying Courses and Persons) (Wales) Regulations 2013, School of Contemporary Music will assess his or her fee status based on the information provided in or with his or her Application and any additional documentation requested by School of Contemporary Music.

If the Applicant's fee status is unclear from the information provided with his or her Application, School of Contemporary Music will ask the Applicant to provide further information.

5. Payment and Fees

A breakdown of applicable Tuition Fees is provided in the Unconditional Offer Letter. Once the Applicant has accepted his or her offer in line with term 2.5 above, the amount of Tuition Fees for the first year of your Programme is fixed.

Fees for any subsequent years of study before Progression are reviewed annually and will not usually increase by more than 1.5% (percent) per year. Such increases may reflect increases in the Consumer Price Index; increases resulting from changes in any applicable taxation; changes by regulatory, professional or academic bodies. School of Contemporary Music will give as much notice as possible of any such Tuition Fee changes. School of Contemporary Music has no control over or responsibility for fees payable to third parties. It is the Student's responsibility to ensure that the Tuition Fees and any Additional Costs are paid in full and on time.

If a Financial Sponsor is paying the Tuition Fees on behalf of the Student, the Student must ensure that the Financial Sponsor is made aware of these Terms and Conditions before the Student accepts an offer. The Student is responsible for payment of the Tuition Fees even if the Student has arranged for a Financial Sponsor to pay these on his or her behalf. Where a Programme is longer than one term, School of Contemporary Music will inform the Student by no later than on the day of enrolment of each term, of the deadlines for the Subsequent Tuition Fees to be paid.

If the Student is paying the Tuition Fees his or herself and if he or she fails to pay all or any part of the Tuition Fees for any reason, School of Contemporary Music reserves the right (provided the unpaid amount is more than trivial and relates to the Tuition Fees and or other non-academic costs) to take one or more of the following actions:

5.7.1 Suspend or withdraw the Student from his or her Programme;

5.7.2 Withhold the Student's results and not permit the Student to graduate and/or Progress;

5.7.3 Terminate the Contract immediately on written notice. Prior to taking any action listed in this term 5.7, School of Contemporary Music will try to contact the Student to request payment and discuss how the issue may be resolved.

5.8 Where Subsequent Tuition Fee payments are made after the deadlines provided by School of Contemporary Music, without the prior approval of a Principal of School of Contemporary Music, a £120 late payment fee will apply.

5.9 All payments shall be made by online payment, bank transfer or bank draft only. Cash payments will not be accepted.

5.10 All payments are subject to the following conditions:

5.10.1 The payee is authorised to use the payment method used;

5.10.2 A payment must be confirmed as having reached School of Contemporary Music's bank account for it to be deemed as a payment; and

5.10.3 Where a card provider declines or refuses a payment or where incorrect details have been provided by the payee and a payment does not reach School of Contemporary Music's bank account, School of Contemporary Music has no obligation to notify the payee or the Applicant or Student (as applicable) and accepts no liability for any losses.

Student Loans and Fee Liability

5.11 Where a Home/EU Applicant that has had his or her fee status assessed as Home or EU, intends to fund all or part of his or her studies through a Tuition Fee loan through either Student Finance England, Student Awards Agency for Scotland, Student Finance Wales or Northern Ireland, the Student must produce a correct Entitlement Letter, before completing the enrolment process. If the Entitlement Letter has not been received prior to enrolment at School of Contemporary Music, the Student may enrol at his or her own risk and will be responsible for any Tuition Fees owed should the application for a Student Loan be unsuccessful. Applicants and Students are expected to comply with reasonable requests by School of Contemporary Music as to the status of his or her finance application. To be clear, if the Student enrolls at his or her own risk and is not successful in gaining a Tuition Fee loan, the Student will be liable to pay his or her Tuition Fees for the duration of his or her Programme.

5.12 Once enrolled, the Student must renew his or her application with Student Finance for each subsequent year of study and produce a valid Entitlement Letter supplied by Student Finance prior to the start of his or her re-enrolment with School of Contemporary Music.

5.13 If, after enrolling with School of Contemporary Music, the Student withdraws or is withdrawn from his or her Programme, Student Finance might not pay the Student's full Tuition Fee liability. In such circumstances the Student will be liable for the difference in payments as set out in the table in term 5.15.

5.14 Students should also be aware that depending on the date of his or her withdrawal, his or her maintenance payments from Student Finance may also be impacted.

5.15 Tuition fee liabilities for:

(i) Students with Tuition Fee loans; or

(ii) Self-funded Home/EU Students that withdraw from a Programme under term 8.8, are set out in the following table:

Confirmed Withdrawal Date	Fee Liability	Payment Required Upon Withdrawal
Up to two weeks after the Term commences	£0	No tuition fees due
On or after two weeks after the first day of enrolment	£2,250	Student Finance to pay 50%, student to pay 50%
On or after the first day of the second Term	£2,250	Student Finance to pay 50%, student to pay 50%
On or after the first day of the third Term	£2,250	Student Finance to pay 100%, student to pay 0%

Weeks end at 5.00pm on the Friday and the subsequent week starts immediately.

Additional Costs

Students should be aware that there may be other costs associated with his or her Programme that are not stated on the Offer but which may be payable by the Student to School of Contemporary Music or to a third party ("Additional Costs"). Additional Costs may consist of:

5.16.1 Administration charges for any late or dishonoured payments of £120 (see term 5.8 above);

5.16.2 Assessment re-sit administration fee of £120 (see term 5.22 below);

5.16.3 Fees for additional, non-timetabled tuition hours provided by School of Contemporary Music to support any assessment re-sits (fees will vary depending on the Programme and the individual Student needs, but are typically charged at between £20 and £45 per hour];

5.16.4 Module re-takes fees, such fees to be calculated in accordance with term 5.22;

5.16.5 Programme transfer fees (see term 6.14 below);

5.16.6 Appropriate materials to support the Student's studies such as textbooks, course materials, software, stationery, and photocopying costs;

5.16.7 Transport costs when travelling to and from School of Contemporary Music;

5.16.8 Accommodation (where not already included in the Student's Offer);

5.16.9 General living costs such as food and drink;

5.16.10 If School of Contemporary Music takes legal action in accordance with term 5.7 (unpaid Tuition Fees), the reasonable costs incurred by School of Contemporary Music in taking such action; and

5.16.11 costs associated with any English Language assessment (see term 6.16.3).

5.18 Where an accommodation reservation deposit has been paid to School of Contemporary Music which is then transferred to a third party (provider of actual accommodation) with the approval of the Student or parent/legal guardian, the deposit is then subject to the terms and conditions for refund of the third party and School of Contemporary Music has no further liability or responsibility for any refund.

5.19 School of Contemporary Music reserves the right to return to source any excess payment consisting of more than three Terms advanced payments. Such refunds will be subject to a £120 administrative fee.

5.20 Except: (a) where a Student is funded by Student Finance, as stated in terms 5.11 to 5.15 above; (b) where a Student cancels as set out in term 3 above; or (c) where a Student withdraws in accordance with term 8.8, once a Student has enrolled for a given Term, Tuition Fees paid for that Term are no longer eligible for refund from School of Contemporary Music, as School of Contemporary Music will be unable to recoup its loss.

5.21 Where a Student is required to retake a module, the applicable fees payable will be invoiced on a per module basis with the fee determined by the weighting of the module as a proportion of the total Programme, subject to any discount that may apply under term 5.22 below.

5.22 If School of Contemporary Music management approves a re-sit assessment, an administration fee of £120 will be charged to the Student. Additional tuition hours, if required, can be provided and will be invoiced at an additional cost (see term 5.16.3 above). Re-sits and retakes will be considered in accordance with the current Immigration Rules and Policy Guidance documents located at www.schoolofcmusic.org

6. The Programme of Study

6.1 The offer of a place to study with School of Contemporary Music is based on the key information which can be found on the relevant page of the programmes section of School of Contemporary Music website www.schoolofcmusic.org/entry-requirements

6.2 School of Contemporary Music shall provide education services (Programme delivery, tuition, supervision and assessment), as well as ancillary services (academic/learning support and resources, careers support and pastoral support) with reasonable skill and care.

6.3 Subject to term 6.5, classes will normally be held Monday to Friday between the hours of 09:00 and 19:00 during the Term.

6.4 Subject to term 6.5, examinations will normally be held Monday to Friday between the hours of 09:00 and 19:00 except where scheduling requires them to be held outside these times. In which case School of Contemporary Music will take all reasonable steps to schedule the examinations at a time and place so as to minimise any inconvenience to affected Students, notifying the Student as early as possible.

6.5 Class and/or examination times or locations may need to change due to unforeseen circumstances, School of Contemporary Music will notify the Student as early as possible to inform them of the change to minimise impact.

6.6 Students must arrive prior to the start date stated on the Unconditional Offer Letter, and enrol on and at the time and date provided by School of Contemporary Music.

6.7 Whilst School of Contemporary Music expects all Students to arrive on time, it is understood that there can be unavoidable delays such as visa delays. Students must notify School of Contemporary Music of their expected arrival and enrolment date as soon as they become aware that they may not arrive or enrol on the stated start date. In no instance will a Student be permitted to enrol more than 10 working days after the first day of teaching without the written permission of a Principal of School of Contemporary Music. If the Student fails to enrol on or before 10 Business Days after the first day of teaching, without written permission from a Principal of School of Contemporary Music, School of Contemporary Music may suspend or withdraw the Student from his or her Programme (in such cases the Contract will terminate immediately on written notice to the Student and neither the Deposit nor the Subsequent Tuition Fees paid to School of Contemporary Music will be refundable as School of Contemporary Music will be unable to recoup its loss)

6.8 Where a Student is studying a Short Course, late arrivals must be approved in advance by a Principal of School of Contemporary Music.

6.9 No discount or refund of fees due to the Student's late arrival will be provided.

6.10 Students are required to re-enrol at the start of each Term and will be advised upon enrolment of the subsequent Term's enrolment deadline. If the Student fails to re-enrol prior to the deadline for that Term without written permission from a Principal of School of Contemporary Music, School of Contemporary Music may suspend or withdraw the Student from his or her Programme in such cases the Contract will terminate immediately on written notice to the Student and neither the Deposit nor the Subsequent Tuition Fees paid to School of Contemporary Music will be refundable as School of Contemporary Music will be unable to recoup its loss. Where a Principal of School of Contemporary Music permits the late re-enrolment of the Student, a £120 late enrolment fee may be charged.

6.11 School of Contemporary Music reserves the right to make changes to the Programme. Reasons for changes can include, but are not limited to, the following reasons:

6.11.1 To meet the requirements of an accrediting, professional, statutory and/or regulatory body;

6.11.2 To reflect changes in the applicable laws and regulations;

6.11.3 To respond to sector good practise or quality enhancement processes;

6.11.4 To keep programmes contemporary by updating practices or areas of study;

- 6.11.5 Events outside School of Contemporary Music's control;
- 6.11.6 Non-availability of venues;
- 6.11.7 Sickness or absence of tutors;
- 6.11.8 Where a change to the Programme or module needs to be made where the minimum number of students needed to ensure a good educational or student support has not been met.

In making any such changes, School of Contemporary Music will aim to keep the changes to the minimum necessary and will usually notify and/or consult (depending on the nature of the change) with affected Students in advance about any changes that are required.

6.12 If School of Contemporary Music intends to withdraw a Programme or make a material change(s) to the Programme after the Student has accepted the offer, School of Contemporary Music will consult with the Student and take reasonable steps to obtain his or her consent and minimise the impact of any such changes.

School of Contemporary Music will inform the affected Students if School of Contemporary Music implements the change(s) or withdraws a Programme. If the Student did not consent to the change and School of Contemporary Music's implementation of the changes causes the Student detriment or hardship School of Contemporary Music will, where appropriate, work with the Student to try to reduce the adverse effect on the Student and try to find an appropriate solution, for example by offering suitable alternatives which may include transfer to a similar programme within School of Contemporary Music, deferred enrolment to a later Term. Some examples of a material change include:

- 6.12.1 A change of award or programme title;
- 6.12.2 A change to the availability of or discontinuance of a core module; or
- 6.12.3 A change to the overall type of assessment for the Programme, for example by exams, coursework or practical assessment (or combination of these).

6.13 If any change School of Contemporary Music makes pursuant to term 6.11 and/or term 6.12 above materially affects the Student, to the Student's detriment, the Student may withdraw from the Programme and terminate the Contract immediately by written notice and, unless the change is due to events outside School of Contemporary Music's control (in which case term 10.2 shall apply), School of Contemporary Music will reimburse the Student for any reasonable costs incurred by the Student in relation to the Programme, such as visa fees and travel costs directly relating to the Programme, and:

6.13.1 If the Student withdraws prior to the Programme start date, School of Contemporary Music will provide a full refund of the Tuition Fees paid to School of Contemporary Music and any Additional Fees paid to School of Contemporary Music; or

6.13.2 If the Student withdraws on or after the Programme start date, School of Contemporary Music will provide the Student with an appropriate refund taking into consideration the proportion of the Programme completed and the costs of accommodation provided to the Student at the time of termination of the Contract.

6.14 The Student does not have the automatic right to change his or her Programme once he or she has accepted his or her offer (in accordance with term 2.5), however where possible, School of Contemporary Music will aim to facilitate the Student's request. If the Student wishes to make a change to the Programme, the Student must contact School of Contemporary Music at the earliest opportunity.

The Student will be informed whether the change will be possible and any additional fees this might incur.

6.15 Failure to meet the stated progression criteria, detailed in term 6.16 below, of a stage of study within the set time frames and according to the requirements of the Programme, as well as the current requirements of the Immigration Rules for International Students located at www.schoolofcmusic.org, may result in the Student being unable to complete his or her Programme.

6.16 The progression criteria are:

6.16.1 To meet all pass criteria for each module/stage as required by individual Programme requirements;

6.16.2 To attend all classes, examinations and meetings in line with the Attendance and Monitoring policy of School of Contemporary Music www.schoolofcmusic.org

6.16.3 Continue to have the right to study according to the immigration rules, where applicable.

6.17 School of Contemporary Music reserves the right to terminate the Contract prior to enrolment where either

(a) School of Contemporary Music believes that the Applicant/Student's visa application will be unsuccessful; or

(b) School of Contemporary Music believes that the performance of the Contract would bring School of Contemporary Music in to disrepute. In such cases School of Contemporary Music will provide a refund of Tuition Fees paid to School of Contemporary Music and other fees paid less: (i) any costs incurred by School of Contemporary Music; and (ii) the administration charge of £120 (set out in term 8.2.3).

6.18 School of Contemporary Music may revise and amend these Terms and Conditions from time to time and will give the Student prior notice of any such changes. In the unlikely event that any amendment substantially changes the Contract, the Student may choose to withdraw from his or her Programme and terminate the Contract by written notice and School of Contemporary Music will provide the Student with an appropriate refund taking into consideration the proportion of the Programme completed at the time of termination of the Contract.

7. Deferral

Requests for the deferral of either a Conditional or Unconditional Offer prior to enrolment are considered on a discretionary basis and deferrals can only be requested twice before the offer is withdrawn and a new application must be made.

7.1.1 The Student is not in the UK; and

7.1.2 The request/reason for deferral is fully supported by documentary evidence.

7.2 If the deferral request is as a result of the Student receiving a visa refusal, the deferral will be subject to the approval of a Principal of School of Contemporary Music.

7.3 Requests for the deferral of studies after enrolment are considered on a discretionary basis and must be made in line with the Student Progression, Graduation and Transfer, which can be found at www.schoolofcmusic.org

8. Refunds

8.1 United Kingdom (Anti-money laundering rules in the UK) require that any payment made to and confirmed as received by School of Contemporary Music will only ever be refunded to the person who made the original payment in the source country from where the payment originated, except;

8.1.1 Where the refund amount is up to a maximum of £250. In which instance, the payment may be paid in to the Student's UK bank account where they are an enrolled Student at School of Contemporary Music; or

8.1.2 Where the Student has provided evidence of an offer from another UK institution. In which instance, the payment may be made to that institution.

8.2 In the event that the Student has:

8.2.1 At any time during his or her studies with School of Contemporary Music provided to School of Contemporary Music fraudulent, untrue or misleading information and/or documents;

8.2.2 Deliberately withheld or omitted information that might be relevant to the Student's application;

8.2.3 At any time during his or her studies with School of Contemporary Music, provided to School of Contemporary Music materials or other documentation that is plagiarised, not the original work of the Student (without an appropriate credit), or committed a serious breach of School of Contemporary Music's code of conduct or disciplinary rules, School of Contemporary Music may withdraw the Student from the Programme and terminate the Contract immediately by notice in writing to the Student and the Student will be entitled to a refund as follows:

(a) If School of Contemporary Music withdraws the Student four weeks or more prior to the enrolment date, School of Contemporary Music will provide a refund of any Tuition Fees paid to School of Contemporary Music and other fees paid less:

(i) The deposit;

(ii) The administrative charge of £120 for dealing with the refund; and

(iii) All reasonable costs incurred by School of Contemporary Music in investigating and dealing with the circumstance that led to the withdrawal and termination.

(b) If School of Contemporary Music withdraws the Student less than four weeks prior to the enrolment date or any time after the enrolment date, neither the deposit nor the subsequent Tuition Fees will be refundable as School of Contemporary Music will be unable to recoup its loss.

After the cancellation period, if a Student notifies School of Contemporary Music that he or she wishes to withdraw from the Programme (a) prior to enrolment (in the case of Home or EU Students), he or she will be entitled to a refund of Tuition Fees paid to School of Contemporary Music and other fees paid less, the administrative charge of £120.

8.4 All refunds of payments made pertaining to the Programme and confirmed as received by School of Contemporary Music will only be made to the person making the original payment in the source country of the payment.

8.5 Where the cancellation period has ended and:

8.6. The Student fails to enrol or re-enrol, or transfers to another establishment within the UK; the Student is not entitled to a refund of any Tuition Fees paid to School of Contemporary Music or other fees paid, unless the Student notifies School of Contemporary Music at least four weeks before the enrolment date that he or she will not be enrolling at School of Contemporary Music. In such cases School of Contemporary Music will provide a refund of Tuition Fees paid to School of Contemporary Music and other fees paid less:

(i) The deposit; and

(ii) The administration charge of £120 (set out in term 8.3).

8.7 Where the cancellation period has ended and:

8.7.1 Such Student has enrolled but is no longer undertaking study with School of Contemporary Music and this is an approved withdrawal from the Programme by a Principal of School of Contemporary Music; a refund of any Tuition Fees for future terms of the Programme paid to School of Contemporary Music or other fees paid for future terms can only be applied where a Student has provided satisfactory evidence that:

- (i) The Student is no longer in the UK and his or her student visa has been cancelled; or
- (ii) The Student has successfully gained a place at another UK institution; and
- (iii) The Student attended 85% of timetabled classes, submitted all required assignments and was present at all scheduled examinations in accordance with School of Contemporary Music Academic Policies and Regulations located at www.schoolofcmusic.org. If the request for refund is approved on the above noted conditions then it will be subject to a £120 administration charge. Tuition Fees for the Term in which the Student withdraws cannot be refunded as School of Contemporary Music will be unable to recoup its loss.

8.8 For Home or EU Students: where the cancellation period has ended and:

8.8.1 The Student has enrolled on the Programme but is no longer undertaking study with School of Contemporary Music; and

8.8.2 This is an approved withdrawal from the Programme by a Principal of School of Contemporary Music, any fee liability will be in line with the table at term 5.15 and School of Contemporary Music will refund to the Student any self-funded amounts paid to School of Contemporary Music in excess of this fee liability, less any other fees outstanding to School of Contemporary Music, and the administrative charge of £120.

8.9 Where a Student has enrolled on the Programme but is no longer undertaking study with School of Contemporary Music, and where attempts to formalise the Student's withdrawal have been unsuccessful, this is an unapproved cessation of studies. If the cancellation period has ended, then the Student will not be entitled to any refund as School of Contemporary Music will be unable to recoup its loss.

9. Liability

9.1 Nothing in this agreement shall exclude or limit in any way School of Contemporary Music's liability:

9.1.1 for death or personal injury caused by School of Contemporary Music's negligence;

9.1.2 For fraud or fraudulent misrepresentation; or

9.1.3 Which cannot be excluded or limited under the laws relating to discrimination, occupier's liability or health and safety?

9.2 Subject to terms

9.1. If School of Contemporary Music fails to comply with the terms of the Contract:

9.2.1 School of Contemporary Music's total liability for loss or damage the Student suffered as a foreseeable result of School of Contemporary Music's failure to provide the Programme, either at all or to a reasonable standard or in accordance with any pre-contract information provided to the Student/Applicant, shall not exceed the total Tuition Fees payable to School of Contemporary Music and any reasonable costs already incurred by the Student in relation to the Programme, such as visa fees, and travel costs directly relating to the programme;

9.2.2 School of Contemporary Music shall not be liable for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Contract between School of Contemporary Music and the Student was made, both the Student and School of Contemporary Music knew it might happen.

9.3 School of Contemporary Music accepts no responsibility for any miscommunication that may arise where the Student/Applicant (as applicable) has provided incorrect or out of date contact details or has not kept his or her contact details up to date. It is the Student/Applicant's (or parent/guardian's if the Student/Applicant is under 18 years of age) responsibility, to provide and confirm, when asked to do so, correct contact details (and to keep those contact details up to date) for communication purposes. School of Contemporary Music reserves the right to correct any such details or omissions.

10. Events Outside School of Contemporary Music's Control

10.1 School of Contemporary Music will not be liable or responsible for any failure to perform, or delay in performing, any failure to perform, or delay in performing, any of School of Contemporary Music's obligations under the Contract caused by an event outside School of Contemporary Music's reasonable control ("Event Outside School of Contemporary Music's Control"), including:

- (i) Terrorist attacks or security threats;
- (ii) Industrial action by School of Contemporary Music staff or third parties;
- (iii) Damage or interruption to buildings, facilities, or equipment;
- (iv) Fire or flood;
- (v) Severe weather conditions;
- (vi) Civil disorder;
- (vii) Changes in applicable laws, regulations, actions or delays by any government authority; or
- (viii) Refusals by any such authority to grant any necessary licence.

10.2 School of Contemporary Music's obligations under the Contract will be suspended for the period that the Event outside School of Contemporary Music's Control continues, and the time to perform these obligations shall be extended for the duration of that period. School of Contemporary Music will take reasonable steps to find a solution by which School of Contemporary Music's obligations under the Contract can be performed despite the Event Outside School of Contemporary Music's Control. If the period of delay or non-performance continues for four weeks, either the Student or School of Contemporary Music may terminate the Contract immediately by giving written notice to the other party, without liability.

11. Withdrawal by School of Contemporary Music

11.1 School of Contemporary Music may withdraw the Student from the Programme and terminate the Contract immediately by notice in writing if:

11.1.1 School of Contemporary Music decide that the Student may not continue as a Student due to a breach of the Student Code of Conduct and/or Student Handbook.

11.1.2 The Student fails to meet the progression criteria detailed in term 6.16.

11.1.3 The Student's behaviour represents a serious risk to the safety, health and/or welfare of him or herself or others; or

11.1.4 The Student commits a material breach of the terms of the Contract, where such breach is irremediable or (if such breach is remediable) the Student fails to remedy that breach within a period of 30 days after being notified in writing to do so. In such cases School of Contemporary Music will provide a refund of tuition fees paid to School of Contemporary Music for future terms, and other fees paid less the administration charge of £120 (set out in term 8.2) and any costs incurred by School of Contemporary Music.

12. Intellectual Property

12.1 The copyright, design right and all other intellectual property rights in any Programme materials and other documents or items that School of Contemporary Music prepares or provides in connection with any programme taught by School of Contemporary Music will belong to School of Contemporary Music, or our licensors, absolutely.

12.2 The Student may not use the materials, documents or other items detailed in term 12.1 for any commercial purpose.

13. Notices

13.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered, as follows:

12.1.1 by hand;

12.1.2 by pre-paid first-class post or other next working day delivery service; or

12.1.3 sent by email;

Student: the correspondence address and/or email address provided in the Student's application form (or any other address the Student notifies to School of Contemporary Music).

13.2 Any notice or communication shall be deemed to have been received:

13.2.1 If delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or

13.2.2 If sent by email, at 9.00am on the next business day after the time of transmission unless a notification of non-delivery is received by the sender.

13.3 This term does not apply to the service of any proceedings or other documents in any legal action.

14. General

14.1 If any court or competent authority decides that any of the terms of the Contract are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

14.2 If School of Contemporary Music does not insist immediately that the Student do anything he or she is required to do under the terms of the Contract, or if School of Contemporary Music delays in taking steps against the Student in respect of the Student breaking the Contract, that will not mean that the Student does not have to do those things and it will not prevent School of Contemporary Music taking steps against the Student at a later date.

14.3 A person who is not party to the Contract (including any person who is responsible in whole or part for the Student's Tuition Fees) shall not have any rights under or in connection with it.

14.4 Subject to terms 6.16, 6.5, 6.11 or 6.12, no variation of the Contract shall be effective unless it is in writing and signed by the Student and School of Contemporary Music.

15. Governing Law and Jurisdiction

15.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

15.2 Each party irrevocably agrees that the courts of England, Wales and Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.