London Contemporary Dance School (The Place)

Terms and Conditions

2027-28 Entry

Name of Policy Writer	Lead Post Holder	Date approved	Approved by	Review Date
B Burrage	Head of Registry and Quality	June 2026	Academic Board	June 2027

THE LONDON CONTEMPORARY DANCE SCHOOL

This document sets out the terms and conditions between London Contemporary Dance School at The Place and students on our higher education courses. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions, together with other policies and procedures of London Contemporary Dance School, will become binding on you (and also your parent / guardian / named responsible adult if you are under 18) and us when a contract if formed between us in accordance with condition 2 of these terms and conditions.

1. Highlighting Important Terms of the Contract

London Contemporary Dance School (LCDS) would like to bring your attention the following important terms of this contract. Please also refer to Section 3 of this contract for further information on important terms.

1.1. These terms and conditions govern the relationship between you and London Contemporary Dance School at The Place, and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.

By accepting LCDS's offer of a place on a Course, you are agreeing to accept these terms and conditions in full, which along with your offer and-LCDS's rules, regulations, policies and procedures form the contract between you (and your parent / guardian / named responsible adult if you are under 18 at the time of enrolment) and the LCDS, in relation to your studies at LCDS.

1.2. Following your written acceptance LCDS will write to you with confirmation stating any conditions of your place on a Course of higher education at LCDS. At this point a legal contract is formed between you and LCDS 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 policies and regulations listed in Section 3 of this contract.

1.3. For students studying on a course run in collaboration with, and validated by, University of the Arts Singapore (UAS), these terms and conditions, alongside other LCDS rules, regulations, policies and procedures which form the contract between you and LCDS, will only be binding during the period for which you will be registered and studying at LCDS (Year 1 of the degree).

Undergraduate Students paying Home fees

1.4. For students paying Home undergraduate fees, 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 the LCDS Fees Policy, Annex A to these Terms and Conditions.

1.5. 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.

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Students paying Overseas Fees

1.6. For students paying Overseas undergraduate fees, 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. Course fees are agreed annually in the summer by the Finance and General Purposes Committee.

1.7. If you do not pay course fees in accordance with these terms, LCDS 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 LCDS in accordance with its Fees Policy. If you cease to be a student of LCDS, because for example you withdraw or LCDS terminates your registration, you may still be liable for any course fees and/or other charges which are outstanding, in accordance with the Fees Policy.

Healthcare

1.8. You should be aware that the majority of the courses of study at LCDS and their assessments can be physically demanding and 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. Healthcare can be obtained free of charge from the NHS for 'home students', [1] as well as those who have paid the Health Surcharge as part of their Student Visa, but waiting times for treatment can be 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. For this reason, you may wish to consider taking out private health insurance to support you with any medical treatment that you may require. You are advised to contact LCDS for information and advice regarding medical insurance. LCDS also require you to pay for the Student Support Package, more information can be found via: Your Health and Wellbeing | The Place

Validating University

1.9. For students who begin studying at London Contemporary Dance School on the BA (Hons) Contemporary Dance Performance course, Cert HE Preparation for Contemporary Dance, or a Postgraduate course from September 2021 onwards, the degrees delivered are validated and awarded by the University of the Arts London (UAL).

1.10. For students who begin studying at London Contemporary Dance School on the BA (Hons) International Contemporary Dance Practices, in collaboration with University of the Arts Singapore (UAS), this degree is validated and awarded by University of the Arts Singapore (UAS).

1.11. 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 Booklet document for each LCDS Course of higher education. Please refer to these and the Fees Policy for more detail.

[1] See https://www.ukcisa.org.uk/student-advice/life-in-the-uk/healthcare/#layer-3209 for more details about paying for medical treatment.

- Information about additional costs is contained in Section 10 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 that your course of study with LCDS leads to.

Key material information relating to these terms and conditions (such as policies and course information) can be located on The Place website: **https://theplace.org.uk/study**

2. Introduction

2.1. Due to the nature of the training provided in its higher education courses, LCDS may have rules, policies, procedures and regulations that are different from other institutions. In registering on a course of higher education with us, you are embarking on a professional training course and these rules and regulations are part of the framework that will support you in understanding the artistic discipline(s) and related industries in and for which you are training. Please ensure you read the Code of Conduct, and the other documents referred to in condition 2.3 below, which contain these rules, policies, procedures and regulations, and form part of the terms and conditions of your contract with LCDS.

2.2. London Contemporary Dance School is part of The Place (registered name London Contemporary Dance (The Place) Limited and is a higher education provider registered with the Office for Students (OfS). Degrees and other higher education qualifications to which courses offered by LCDS lead are validated by the University of the Arts London or University of the Arts Singapore (see 1.9 for further details).

2.3. By agreeing to these terms and conditions, you also agree to abide not only by LCDS regulations, policies and procedures, but also by any regulations, policies and procedures established by the validating university which are applicable to your studies, as summarised in these terms and conditions. Please see Section 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 and London Contemporary Dance School, and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.

By accepting LCDS's offer of a place on a Course, you are agreeing to accept these terms and conditions in full, which along with your offer and-LCDS's rules, regulations, policies and procedures form the contract between you (and your parent / guardian / named responsible adult if you are under 18 at the time of enrolment) and the LCDS, in relation to your studies at LCDS.

Confirmation of an offer of a place to study

3.2. All applicants receive their offer of a place to study directly from LCDS. 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 LCDS have confirmed the place in writing.

3.3. Following your written acceptance LCDS will write to you with confirmation stating any conditions of your place on a Course of higher education at LCDS. At this point a legal contract is formed between you and LCDS 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:

3.3.1. LCDS regulations and policies as provided on The Place website, as updated from time to time, found at Student Policies | The Place

3.3.2. The LCDS Fees Policy (Annex A to these Terms and Conditions) that you will be provided with at the point of offer, and a link to which is available at Student Policies | The Place

3.3.3. The summary course document relevant to your Course of study, a link to which are available on individual course pages at ~~Student Policies | The Place~~ Study at LCDS | The Place

3.3.4. For those studying on a course validated by University of the Arts London, the academic regulations, credit framework and applicable general regulations of the University of the Arts London:

- https://www.arts.ac.uk/study-at-ual/academic-regulations
- https://www.arts.ac.uk/study-at-ual/academic-regulations/course-regulations

The academic appeals and academic complaints regulations and procedures of the University of the Arts London:

- https://www.arts.ac.uk/study-at-ual/academic-regulations/complaints
- https://www.arts.ac.uk/study-at-ual/academic-regulations/complaints-and-appeals/appealing-an-exam-board-decisionappeals/appealing-an-exam-board-decision

3.3.5. All other rules, regulations and policies which LCDS make for their students from time to time, or which are established by LCDS and the validating university which are applicable to your studies, and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 08 ("Other changes to the contract") will be published on the following websites:

- Student Policies | The Place
- https://www.arts.ac.uk/

3.4. Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the Head of Registry and Quality, via email: qualityandcompliance@theplace.org.uk

3.5. 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 3.3 which apply to your studies, these terms and conditions shall take precedence.

3.6. The contract may be ended by London Contemporary Dance 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 the codes of conduct could result in LCDS taking action against you under the Non-Academic Misconduct policy, which could result in termination by London Contemporary Dance School of your enrolment on your course and of the contract.

3.7. 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 Section 4 of the LCDS Admissions Policy 'False, fraudulent or misleading information provided by applicants' for further information.

3.8. Breach of any condition 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 LCDS, in line with the LCDS Admissions Policy. Once you are a registered and enrolled student, disciplinary proceedings may be brought against you under the Non-Academic Misconduct Policy, which may result in sanctions including suspension or expulsion from LCDS and your Course.

3.9. For the avoidance of doubt, a student will be deemed to be 'registered' by LCDS once the School has notified you in writing that your acceptance of the offer of a place has been confirmed. A student will be deemed to be 'enrolled' once they have undertaken the enrolment process with LCDS at the start of each academic year.

Visa and Immigration requirements

3.10. LCDS is a sponsor for the purposes of sponsoring students who wish to study from outside the UK and has measures in place to ensure that it complies with its obligations to the UK Government in relation to immigration. You will need to demonstrate that you have valid immigration status to undertake your studies. 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. LCDS 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. Queries regarding visas should be addressed directly to admissions@theplace.org.uk

3.11. See also Section 5 of these Terms and Conditions, 'Enrolment and Re-enrolment' and Section 8 of these Terms and Conditions 'Termination of Contract and Enrolment'. See **https://theplace.org.uk/study/overseas-students** for further information about applying for a visa.

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4. Application and Admission to London Contemporary Dance School

4.1. The LCDS Admissions Policy sets out LCDS framework for applying and being admitted to LCDS. The policy included details of LCDS' processes for seeking feedback on, and raising appeals and complaints against, decisions made in connection with an application.

Disabled applicants and students, and additional support needs

4.2. If you are disabled and/or have any additional support needs including SEN/D arrangements you are strongly encouraged to disclose this to the Admissions and Registry Manager as soon as you apply or at any time during the admissions process, in order that we can best support you through your studies. LCDS may tailor individual support plans to students under the Health Wellbeing and Support for Study Policy and processes, either prior to enrolment or at any time on the course once enrolled. Disabled students are encouraged to disclose their support requirements so that we can endeavour to meet them during the admissions process and subsequent studies. In order to receive the support and any necessary adjustments, early disclosure is highly recommended.

Disclosure of pre-existing physical injuries and conditions

4.3. Some courses delivered by LCDS concern physical training, LCDS therefore encourages applicants who have any pre-existing injury or condition to disclose this prior to commencing studies, in order that they can be appropriately supported. Where candidates do not disclose a preexisting injury or condition ahead of commencing their studies, or enrolled students fail to disclose injuries or conditions arising after Enrolment, LCDS accept no liability for any exacerbation or impact upon such an injury or condition. For further information, please also see Section 11 of these Terms and Conditions, Health and Safety.

Applicants under the age of 18: Safeguarding and Communication with Parents

4.4. LCDS and The Place have policies on safeguarding children and vulnerable adults, and (where relevant) on communication with parents for students who are under 18 years of age or in a vulnerable position. Applicants who will be under 18 at the time of their enrolment will, in addition to agreeing to these terms and conditions, be required to obtain a parent's/ guardian's/named responsible adult's agreement to these terms and conditions and agreement to be responsible for Course fees or other charges. Further information about the policies can be found on The Place website as listed in Section 3 of these Terms and Conditions. See also item 15 in this document below

Criminal Convictions – Disclosure and Barring Service

4.5. Having a criminal record is not necessarily a bar to training with LCDS. LCDS 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. LCDS requires an enhanced Disclosure and Barring Service, or 'DBS' check 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 an enhanced DBS check, students will be required to undertake a DBS check before they can take part in the compulsory element. This enhanced DBS check is paid for and processed by LCDS.

If a student is unable to take part in any compulsory activity due to the outcome of their enhanced DBS an alternative will be found for them in order to progress through the course.

4.7. Where a course has an optional element requiring an enhanced DBS check students are not required to undergo a DBS check unless they wish to participate in the optional element**.** Students may need to choose another optional element if they cannot meet the DBS requirements of the optional element.

Upon receipt of a disclosure of a criminal record, whether by the student or as a result of an enhanced DBS check, LCDS will undertake a risk assessment in accordance with the procedures under our Criminal Records Policy. For more information, details of relevant courses where an enhanced DBS check may be required, and the specific circumstances in which LCDS will process criminal records data, please see the Criminal Records Policy and procedures, published at Student Policies | The Place. All criminal records data will be processed in accordance with LCDS Criminal Records Policy and the LCDS Privacy Notice. Course Booklets also indicate where an enhanced DBS check will or may be required.

5. Enrolment and Re-Enrolment

5.1. Your place on a course at LCDS will be conditional on you complying with the relevant 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 and the beginning of every term, as set out in your introductory information. If you cannot or do not enrol at the designated session you must provide LCDS with an acceptable reason 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 LCDS 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; LCDS 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 Section 5 of these Terms and Conditions will result in your relationship with LCDS and this contract being terminated and you will need to reapply from the start to be considered for a place to study at LCDS in a future year. This is the case regardless of whether you have previously completed a course with LCDS.

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

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 including, for example, relating to proceedings brought under any LCDS policies such as, but not limited to, the Non-Academic Misconduct Policy; Emergency Powers of Exclusion and Suspension; Health, Wellbeing and Support for Studies Policy; or Prevention of Bullying, Harassment and Sexual Misconduct Policy), 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 LCDS with an acceptable reason 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 LCDS 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 LCDS community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at Section 3 above. Copies of LCDS's policies and procedures can be obtained via Student Policies | The Place. 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 LCDS Code of Conduct. Please also see Sections 3 and 11 of these Terms and Conditions.

6.2. Your obligations to London Contemporary Dance School are:

6.2.1. Pay your course fees and other required fees when due, as set out in the LCDS Fees Policy and in the offer letter. If you cease to be a student of LCDS, because for example you withdraw from your course or LCDS terminates your enrolment, for example due to non-payment of fees, you may still be liable for any outstanding fees (see Section 9 below).

6.2.2. Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by LCDS for the use of resources and facilities as set out in the Code of Conduct.

6.2.3. Participate actively in your training, including meeting the Course requirements and LCDS's rules around attendance, 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 assessment.

6.2.5. Familiarise yourself with and comply with the relevant Regulations of the validating university, the Code of Conduct and all other rules and regulations, policies and procedures listed as condition 2.3 above which govern the operation of your course and your relationship with LCDS.

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

7. Our obligations to you

7.1. London Contemporary Dance School's 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 Sections 17 and 18 of these Terms and Conditions, deliver your course as described in the prospectus/website pages and course booklet document for the duration of the course; and

7.1.3. Ensure that you are assessed in line with the relevant regulations of the University of the Arts London or University of the Arts Singapore.

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 LCDS by sending an email to the address and contact details provided in your offer letter. Any such withdrawal will take effect when LCDS 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.

8.2. LCDS 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 information to LCDS (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course;

8.2.3. 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 LCDS removes its sponsorship from your visa; and/or

8.2.4. you materially breach any of the terms and conditions of the contract: for example, failure to abide by health and safety requirements in line with theatre industry guidelines or serious cases of non-approved absence, or serious breach of the Non-Academic Misconduct Policy, Prevention of Bullying, Harassment and Sexual Misconduct Policy, and/or the Code of Conduct;

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 LCDS Fees Policy.

8.4. On termination of the contract and your enrolment, you must return any other property owned by LCDS and The Place to the designated staff member at The Place. If you are uncertain

about this, you should contact LCDS immediately to seek clarification about returning such property.

8.5. You will be asked to reimburse LCDS for any LCDS property in your care or damaged. For more information refer to the Recovery of learning resources Policy.

9. **Time Out from studies**

9.1. You may be permitted to take time out from your studies (also known as 'interruption of studies'), with permission from relevant Director of your course 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 time out can be granted. All periods of time out count towards the maximum period of time for the completion of your course. For more information, please see the Time Out and Withdrawal Policy.

9.2. LCDS may, on occasion and in line with the Health, Well-Being and Support for Study 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 time out period from your studies, LCDS 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 LCDS to do so.

9.4. If your enrolment is interrupted or terminated for whatever reason including taking time out from 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 section sets out key conditions relating to fees. You should consult the LCDS Fees 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 and LCDS, including but not limited to circumstances in which sums paid to LCDS will be refunded. It also sets out the potential consequences if you fail to make payment, which includes (for unpaid academic fees and charges) LCDS'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 LCDS taking legal action against you to recover outstanding amounts.

10.3. LCDS may require you to pay a course deposit to confirm the offer of a place on the course. Please see the Course Deposit Policy, and section 4 of the Fees Policy (Annex A to these Terms and Conditions) for further information.

Course Fee status

10.4. The course fee status for individual applicants will be determined prior to an offer being made. It be assessed and determined by LCDS and will be set as either 'Home' or 'Overseas' and will be confirmed at the point of offer, in the offer letter.

Fee increases: Students paying Home fees

10.5. For students paying Home fees who are new entrants to a LCDS course of higher education in 2027-28 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 the LCDS Fees Policy, Annex A to these Terms and Conditions.

10.6. 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.

Fee increases: Students paying Overseas fees

10.7. For students paying Overseas undergraduate fees who are new entrants to an LCDS course of higher education in 2027-28 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.

Associated additional course costs

10.8. Any associated additional costs shall be set annually by LCDS and published in the relevant Course Booklet, which can be accessed via Student Policies | The Place

Additional costs

10.9. Course fees do not include some personal materials, such as practice clothes/kit and books. You should look on the relevant Course Summary Document for your course for more information on additional costs.

10.10. The specialist equipment used in some courses delivered by LCDS can be expensive, but it is normally possible for the LCDS to supply you with access to the equipment you will need for your course. There are some exceptions, information on additional costs is found in the relevant Course Booklet.

10.11. LCDS offers a Student Support Package that students are required to purchase. There is an annual fee of £62 payable on registration/reregistration each academic year (this may increase in subsequent years of study) . For more information see Section 11 below.

Payment of fees

10.12. It is your responsibility (and the responsibility of your parent/guardian /named responsible adult if you are under 18) to ensure that all deposits, tuition and other Course fees and charges payable to LCDS are paid when due. Your offer letter will state the amount of Course fees that you will be required to pay. Where it is agreed that fees may be paid in instalments,

these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of the LCDS Finance Department to a different schedule of instalments, Course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the Fees Policy.

10.13. If you are paying your course fees with a government-sponsored loan, you must provide proof to the LCDS Finance Department before enrolment that you have the necessary finance in place. If you are not able to provide proof, LCDS may require that you pay the first instalment of your fees yourself.

10.14. Where LCDS exceptionally permit 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. Where an alternative instalment plan has not been agreed LCDS reserve the right to suspend or withdraw the student in accordance with Section 10 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.

10.15. If you do not pay course fees in accordance with these terms, LCDS 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 LCDS in accordance with its Fees Policy. If you cease to be a student of LCDS, because for example you withdraw or LCDS terminates your registration, you may still be liable for any Course fees and/or other charges which are outstanding, in accordance with the LCDS Fees Policy (Annex A to these Terms and Conditions).

11. Health and Safety

11.1. LCDS aim to provide a well-maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, LCDS understand and comply with their legal obligations to act reasonably to safeguard the health and safety of their students.

11.2. Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the Code of Conduct. 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 school equipment or premises as soon as reasonably practicable to a member of LCDS staff.

11.3. You should be aware that the majority of courses of study can be physically demanding. In addition, dance in its very nature includes 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. LCDS offers a Student Support Package that students are required to purchase. There is an annual fee of £62 payable on registration/reregistration each academic year. This fee may may be increased in further years of study but will not exceed 5% in any one year. For this, all students will be able to access a range of support services. For full information, including the services available through the package, please visit the website: Your Health and Wellbeing | The Place

11.5. Healthcare can be obtained free of charge from the NHS for 'home students', [3] as well as those who have paid the Health Surcharge as part of their Student Visa, 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. For this reason, you may wish to consider taking out private health insurance to support you with any medical treatment that you may require. You are advised to contact LCDS for information and advice regarding medical insurance.

12. Personal equipment and other property

12.1. Students are responsible for their personal equipment and belongings while attending LCDS or participating in activities connected with their studies. LCDS accepts no responsibility or liability for loss or damage to your equipment or other property which is incurred at LCDS or otherwise during your studies, unless such loss or damage is caused by LCDS's negligence, breach of statutory duty, or other liability which cannot lawfully be excluded.

13. Intellectual property

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

13.2. If you are studying for an undergraduate or taught postgraduate degree, unless agreed otherwise, you shall own any intellectual property you generate and provide to LCDS during your course.

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

14. Data Protection

14.1. LCDS (a "Controller") collect, hold and otherwise process 'personal data' which may include sensitive personal data known as 'special category data' as defined by the Data Protection Act (2018) and the General Data Protection Regulations (2018) about applicants and students which is provided to them by you (or which is otherwise received from third parties)

[3] See https://www.ukcisa.org.uk/Information--Advice/Studying--living-in-the-UK/Health-and-healthcare#layerhttps://www.ukcisa.org.uk/Information--Advice/Studying--living-in-the-UK/Health-and-healthcare3209 for more details about paying for medical treatment.

for their own, separate purpose(s), in accordance with each Controller's Data Processing Statement. The LCDS Privacy Notice can be found at Policies | The Place

14.2. This personal information is generally processed by LCDS for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor students learning; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies, including to the regulator (the Office for Students) and agencies of UK Government (e.g. as a condition of leave to remain in the UK). More specific details are set out in the Privacy Notice.

14.3. LCDS will share, as necessary, information with the validating universities, University of the Arts London and University of the Arts Singapore, regarding student cases which may include personal sensitive data as part of the fair and proper investigation and handling of a student case, and to maintain and enhance standards and good practice. 'As necessary' means where it is necessary to share information regarding a student case in order to investigate and resolve it (including Appeal Panel hearings). All such information will be treated confidentially. If you have any questions or concerns regarding these procedures you should contact the Head of Registry and Quality at LCDS.

15. Safeguarding and Communication with Parents

15.1. LCDS and The Place has a policy on safeguarding children and vulnerable adults, and on communication with the parents / guardians / named responsible adults of students who are under 18 years of age or in a vulnerable position.

15.2. LCDS will not communicate with any parents/guardians/named responsible adults of students, unless there is express written permission given by the student to do so. However, where it is in the students **vital interest** or where there is a serious concern for a student's wellbeing, LCDS will contact the students Trusted Emergency Contact in line with the Trusted Emergency Contact Policy and Procedures.

16. Choice of Course activities

16.1. Subject to condition 18 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 17 and 18, LCDS will deliver courses as set out in the current prospectus and the course summary document referred to in condition 3.3.4. However, you should note that the structure of courses of study at LCDS can often require students to undertake a number of small group performance projects and similar activities, and you may on occasion be asked to express preferences for which of the available group performance projects or similar activities you wish to undertake.

Whilst LCDS undertake 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 booklets, and although it will make reasonable endeavours to meet student preferences, LCDS does not guarantee to accommodate the individual preferences of students in its allocation of performance projects or similar activities to students,.

Consequently, you may not get to take part in the group performance projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, LCDS will not be in breach of the contract.

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

17.1. If it reasonably considers it to be necessary, LCDS may make reasonable changes to the content, curriculum, mode of delivery or assessment, and/or timetable of courses set out in the prospectus and course booklet which:

17.1.1. are not material to the overall learning outcomes of the course (for example, moving the timing of a particular unit or project within the year, or a change in the staff delivering the unit 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 LCDS regulators (such as the Office for Students), the validating university, and/or professional body.

17.2. LCDS 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 LCDS's 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 18.2 which are not significant, LCDS 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. LCDS defines 'significant changes' to a course of study as changes requiring full approval by the relevant validating university in accordance with that university's academic quality assurance processes which can be found on the relevant validating university website. Course amendments and significant changes are discussed and agreed at relevant panels with representation from the student body.

17.5. In the unlikely event that LCDS changes a course significantly:

17.5.1. LCDS 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 LCDS of this intention;

17.5.3. If you withdraw from your course, LCDS may (if reasonable to do so), refund course fees and/or deposits paid in accordance with Refunds and Compensation Policy and;

17.5.4. where reasonably practicable, LCDS will offer you a place on a course which it deems a suitable alternative

17.6. In the unlikely event that LCDS discontinues, suspends and/or does not provide a course, in consultation with the validating university:

17.6.1. LCDS 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. LCDS will review the decision in accordance with the Student Protection Plan to determine appropriate refunds of course fees and/or deposits paid and;

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

18. Other changes to the contract

18.1. LCDS 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 LCDS 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 of LCDS by their regulators (e.g. the Office for Students) and/or professional bodies; and/or

18.1.5. in the event of changes in LCDS 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 LCDS 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 Section 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, LCDS 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:

19.2.1. strikes or other industrial action or disputes involving third parties

19.2.2. acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;

19.2.3. war (whether declared or not) or threat or preparation for war;

19.2.4. riot, civil commotion, invasion;

19.2.5. an actual, suspected or threatened act of terrorism;

19.2.6. fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;

19.2.7. national emergencies;

19.2.8. breakdown of plant or machinery;

19.2.9. default of suppliers and/or sub-contractors; or

19.2.10. 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;

19.3.2. we will make such changes to the Course, our facilities or to the Student Contract as we deem necessary or to otherwise mitigate the impact of such an event on you;

19.3.3. we will take all reasonable steps to minimise the resultant disruption caused to you, by, for example:

(a) offering the opportunity where reasonably possible to move to another course;
(b) deferring the start date for the Course;
(c) delivering the Course in a different way, for example from another location or online, or at another time;
(d) delivering a modified version of the same Course;
(e) assisting you to transfer to complete the Course at another institution;
(f) delivering other services and facilities in a different way, from a different location or online;

19.3.4. 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. LCDS 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 LCDS and the validating university in relation to your complaint.

20.2. For students studying on a course validated by the University of the Arts London, in the case of academic complaints, or non-academic complaints about a service provided by the University of the Arts London, the Student Complaints Procedure sets out the involvement of University of the Arts London in the complaints process. If you are not satisfied with the final decision regarding that complaint, you may be able to make a complaint to the Office of the Independent Adjudicator (http://www.oiahe.org.uk/).

20.3. For students studying on a course validated by the University of the Arts Singapore, any non-academic complaints relating to the first year of study only can be made using LCDS Student Complaints Procedure.

21. Admission to further Courses of Higher Education at LCDS

21.1. Successful completion of a course of higher education at LCDS does not guarantee progression and admission to a related course at a higher level of study at either undergraduate or postgraduate level at LCDS.

21.2. Progression and/or admission onto any undergraduate or postgraduate course will be subject to satisfying the respective admissions requirements for each course, in accordance with the published procedures and requirements for admission to these courses.

22. Notices

22.1. If you have any questions about the contract or any of these terms and conditions, please contact the Head of Registry and Quality via email: QualityandCompliance@theplace.org.uk

22.2. In the event that you need to contact LCDS, please send your communication by email or in writing to the named staff contact as named in your offer letter.

22.3. If LCDS needs to contact you by email or in writing, such communication will be sent to the last contact email address or postal address provided by you to LCDS. It is your responsibility to ensure that the contact email address and postal address that LCDS hold for you on file are kept up to date.

23. Your right to cancel within the first 14 days

23.1. Your right to cancel in this condition 23 is additional to your right to withdraw from the course (as set out in condition 8 above).

23.2. When we confirm your place on a course of study at LCDS, a legal contract is formed with LCDS (as explained in Section 3 of these Terms and Conditions). For the avoidance of doubt, your place on a course of study at LCDS is only confirmed when you receive, in response to your acceptance of LCDS's offer of a place, an email from LCDS confirming that you have been accepted onto the Course.

23.3. 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 the LCDS's written confirmation of your place on the course without giving any reason.

23.4. The cancellation period will expire after 14 days from the day of the conclusion of this contract.

Exercising your right to cancel

23.5. 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 contacting the Admissions and Registry Manager at admissions@theplace.org.uk. You may use the attached model cancellation form for these purposes (Appendix 1 to these Terms and Conditions).

23.6. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

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

23.8. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

THE LONDON CONTEMPORARY DANCE SCHOOL

24. Other important terms

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

THE LONDON CONTEMPORARY DANCE SCHOOL

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 units, and follows the academic regulations of the validating university, the University of the Arts London.

'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 LCDS and course facilities. Enrolment is carried out by LCDS, 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.

'Time out from 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 LCDS remains current, even though you will not be enrolled for the period of time out you are taking (please also see the section '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 unit or academic year from the start. Taking time out from 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 or US Federal Loans). Any authorisation of a period of taking time out must be done in accordance with the academic regulations of the validating university. Students studying under a Student visa should note that time out from 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 LCDS will communicate with where necessary, with regard to any aspect of your study. If you have any questions about this, you should contact studentsupport@theplace.org.uk 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 LCDS 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 London Contemporary Dance 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 Enquires Queries and enquires about these Terms and Conditions should be addressed in writing to the Head of Registry and Quality at LCDS: QualityandCompliance@theplace.org.uk

London Contemporary Dance School

Terms and Conditions

Appendix 1 Model Cancellation Form

This form may be used to cancel the contract with London Contemporary Dance School 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, email the completed form to the Admissions and Registry Manager at LCDS to: admissions@theplace.org.uk
- A copy of the completed form should also be submitted to the contact details set out in the offer letter from LCDS.

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 LCDS 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: _____