

## **Royal Northern College of Music Student Terms and Conditions**

### **1. Our contract with you and its formation**

When [you accept] an offer made by the Royal Northern College of Music (“the College” or “we/us”) of a place on a programme of study leading to the award of a College degree, diploma or certificate, (“Programme”), a legally binding contract is formed between you and the College (“the Contract”).

The terms and conditions included in this document, together with the documents listed in the section below, constitute the terms of the Contract which apply between the College and you in connection with our delivery of the Programme and educational services and facilities to you. The Contract continues to apply throughout your registration on the Programme, may be amended during the course of the Programme, and may be terminated in accordance with section 7 below.

The College will send you an offer letter (“the Offer Letter”) setting out the terms and conditions applicable to our offer to you of a place on the Programme. The Offer Letter will provide you with important information regarding:

- The tuition fees payable by you to the College in connection with the programme (“Tuition Fees”).
- Details of any particular conditions which will apply to you, including whether your offer of a place on the Programme is conditional upon you meeting specific conditions.
- The duration and start date of the Programme.

The Offer Letter will specify the steps which you will need to take to accept the College’s offer. You should ensure that you accept the offer within the timescales specified in the Offer Letter. If you do not do this, the offer may be withdrawn by the College.

The Contract between us consists of the following documents:

- These terms and conditions.
- The Offer Letter.
- The College’s Academic Regulations
- The Programme Specification.
- The Student Charter.
- Student policies and procedures.

Copies are accessible at:

### **Academic Regulations**

The [Academic Regulations](#) provide the regulatory framework within which each programme of study operates.

## **Programme Specification**

The Programme Specification provides key information specific to each programme of study in relation to admission, teaching, learning and assessment and constitutes the definitive document for each programme.

[Bachelor of Music with Honours](#)

[Bachelor of Music with Honours in Popular Music](#)

[Graduate Diploma of the RNCM](#)

[Master of Music](#)

[Master of Performance](#)

[Postgraduate Diploma: Advanced Studies](#)

## **Student Charter**

The [Student Charter](#) details the College's commitments to you and your commitments to the College.

## **Student Registration, Fees and Debt Policy**

This sets out the [College policy](#) in relation to student registration, fees and debt, including the sanctions that may be applied in the event of non-payment of tuition fees by the due date (which include suspension and prevention from re-enrolment) and non-payment of library fines and other academic related charges (which include withdrawal of access to facilities).

## **Student Conduct Policy and Disciplinary Procedures**

This sets out the [College policy](#) on student conduct and discipline, and the appeal route available including to the Office of the Independent Adjudicator - it is essential that you read this, including the section on what constitutes misconduct and the potential consequences (which can include suspension, and in the most serious cases, expulsion from the College).

## **Student Complaints Policy**

This sets out the [College Policy](#) for students who are dissatisfied with the delivery of any of the College's services and the procedures to investigate a complaint.

## **Academic Appeals Policy**

This sets out the [College Policy](#) for students to appeal against a decision made by the College Board of Examiners. The Policy states the three grounds under which a student can appeal a decision of the Board of Examiners and the procedure for considering an academic appeal.

The Academic Regulations, policies and procedures include a number of important rules, regulations and processes applicable to students. It is very important that you read and familiarise yourself with these and comply with them.

We will use all reasonable endeavours to deliver the Programme in accordance with the Programme Specification and Handbook and associated College policies and procedures. It may, however, become necessary for us to make minor changes to the Programme, including after you have accepted an offer of a place on the Programme. We may, for example, in some circumstances be required to:

- Change the content and/or syllabus of programmes;
- Change term dates, the timetable, location, number of classes and/or methods of delivery of programmes and methods and timings of assessment;
- Change the members of teaching staff delivering your programme and/or providing supervision;
- Change placements.

A major amendment to a Programme that affects the Programme level aims and/or learning outcomes in the Programme Specification or that represents a substantial (greater than 25%) proportion of a Programme is classified as a major amendment. Major amendments to programmes require formal re-approval of the Programme by a Programme Approval Panel constituted in accordance with the procedures described in the Academic Quality Handbook.

Further information can be found in Section 5 of this Contract.

## **2. Application and admission to the College**

The College's student recruitment, selection and admissions policy is set out in section 6 of the Academic Regulations.

### **2.1. Applicants and students with disabilities and additional support needs**

If you have a disability or other additional support needs you are strongly encouraged to disclose this to the College on application or any time during the admission process so that the College may seek to support you throughout your studies. We have in place procedures to ensure that applications are considered appropriately and that applicants with disability or additional support needs will, where possible, be provided with appropriate support in connection with the application process and subsequent study. For further information please contact us at [admissions@rncm.ac.uk](mailto:admissions@rncm.ac.uk).

### **2.2. Disclosure of unspent criminal convictions and Disclosure and Barring Service checks**

Applicants with unspent convictions involving serious sexual offences, drug offences involving supply of drugs and offences involving violence against the person will be required to [disclose these](#) at the acceptance stage to Admissions who will determine whether such unspent convictions prevent the applicant being offered a place.

Applicants for programmes with a placement element will be required to complete a criminal records check with the Disclosure and Barring Service and/or a similar police check in their home country if the placement involves work with children and/or vulnerable adults.

### **2.3. Immigration and visa requirements**

All non-UK students (including EU and EEA) will need to obtain a visa via the 'Student Visa' route and will need to have a Confirmation of Acceptance for Studies (CAS) issued by the College. International students will also need to have a Confirmation of Acceptance for Studies (CAS) issued by the College.

The CAS is a unique reference number which confirms that the College has agreed to be your sponsor and provides information about you, and your study, to UK Visas and Immigration (UKVI) as part of your visa application.

The College is legally obliged to comply with the requirements of UKVI and all non-UK students must ensure that their visa status is kept up-to-date and support the College in meeting its obligations to UKVI.

Further information in relation to visas for international students is available [here](#).

## **3. Membership of the College**

### **3.1. Compliance with terms and conditions, General Regulations and Policies and Procedures**

By accepting an offer of a place at the College you agree to abide by the expectations, requirements and standards of behaviour and conduct identified in the Student Charter and the policies and procedures of the College.

### **3.2. Registration**

It is your responsibility to register at the College each academic year and to ensure that the Tuition Fees are paid on time. You are required to register for all years of study.

Failure to complete registration by the specified deadline for the month of entry of the start date of the Programme will result in a late registration charge of £50 being added to your Tuition Fees.

### **3.3. Student identification card**

On completion of registration at the start of the Programme, you will be issued with a student identification card for the duration of the Programme. Your image, unique student ID number and the expected end date for the Programme will be displayed on the card. The student card is visual verification of your status as a student of the College and you may be required to present it to prove your identity. It also acts as your library card and for room access.

### **3.4. Learning support and facilities**

The College has a range of learning support services and facilities available to students. Further information about these can be accessed via the following links:

- [Academic support](#)
- [Learning support](#)
- [Practice rooms/rehearsal spaces](#)
- [Library and study spaces](#)

The College may vary and/or amend the availability and scope of learning support and facilities at any time.

### **3.5. Pastoral and student support services**

The College has a range of pastoral and support and advice services available to students on issues affecting student life, with signposting and referral to more specialist services. Further information is available [here](#). The availability and scope of these pastoral and support services are subject to change during your programme of study for a variety of reasons, including, but not limited to changes in funding and the needs of students. The College may vary and/or amend the availability and scope of pastoral and student support services at any time.

### **3.6. Communication**

The College will communicate with you as an applicant via the email address that you provided in your application and/or UCAS Conservatoires Track for applicants who apply via UCAS. Once you have registered as a student you will be allocated a College email. The College will communicate with you through this email account which you are required to check regularly.

Any changes to your contact details need to be communicated or updated as soon as possible to Registry. For applicants you should provide updated details to the admissions contact named on your offer letter.

### **3.7. Complaints**

Should you, as an applicant to the College, have a complaint against the College, then you should follow the steps set out in the Admissions Complaints Procedure. The procedure sets out the College's informal and formal processes for considering complaints and summarises your right to appeal. The procedure is available [here](#).

Should you, as a registered student of the College, have a complaint against the College, then you should follow the steps set out in the [Student Complaints Policy](#). The policy sets out the College's informal and formal processes for considering complaints and summarises your right to raise a complaint with the Office of the Independent Adjudicator for Higher Education if your complaint is eligible under its rules and once all internal College procedures have been concluded.

### **3.8. Students' Union membership**

All students will become a member of the Students' Union on completion of registration and to facilitate this students' names and contact details will be provided to the Students Union. In accordance with the provisions of the Education Act 1994 Part II, you have the right during the first ten days following registration to opt out of Union membership. Students who wish to exercise this right should inform the Students' Union President in writing. Further information on the Students' Union and services offered can be found [here](#).

## **4. Financial information**

### **4.1. Tuition Fees**

By accepting our offer, you agree to pay the Tuition Fees associated with the Programme in accordance with the timescales set out in the Offer Letter or as otherwise communicated to you by the College.

The College will charge tuition fees to UK undergraduate students aligned with the maximum tuition fee cap set by the UK Government. For other programmes and fee types, tuition fees quoted are for one academic year only. Fees are subject to annual increases, normally between 2% and 5% both to returning and new students.

If a third party is to pay your Tuition Fees on your behalf, responsibility remains with you to pay such fees in the event that the third party fails to pay them when they fall due. For students under 18 a parent or guardian will sign the contract on behalf of the student; once the student reaches the age of 18 they will be asked to sign the contract in their own right.

The [College's website](#) contains further information regarding tuition fees.

### **4.2. Fee status**

The College charges different levels of tuition fees depending on whether a student is classified as Home (including Islands) or non-UK. The level of fee that you will be charged will be detailed in the Offer Letter or subsequently in writing should it not be possible to automatically determine your fee status upon receipt of an application. In certain circumstances your fee status may be reviewed based on the information you have supplied in your application in line with the Education (Fees and Awards) Regulations 1997 and The Higher Education (Fee Limit Condition) (England) Regulations 2017. This may result in your fee status changing after offer. Once you register with us as a student, your fee status cannot change during the academic year, and can only change at the next registration point if your changed circumstances meet specific criteria.

### **4.3. Deferred entry to the College**

If you defer your start date to a subsequent/later academic year, then you will be required to take a further entry audition and pay the tuition fee applicable to that year of entry. You will be sent a new offer letter stating that fee.

### **4.4. Interruption**

If you interrupt your studies we will not process a refund of fees. Any payments made will be held on account for when you return from interruption.

#### **4.5. Withdrawals**

If you withdraw from the Programme part way through the academic year, the College will recalculate the Tuition Fees for the year according to the point at which you withdraw (this is not a pro rata calculation – you should check the Tuition Fee Refund Policy for details). If the amount of fees paid is greater than the revised Tuition Fees then the College will refund the overpayment. If you have not paid sufficient fees by the time of interruption/withdrawal then you will be contacted to arrange payment. Further information, can be found in the [Tuition Fee Refund Policy](#).

#### **4.6. Late payment**

In the event that an instalment is not paid on the agreed payment date, you will be contacted by the Deputy Head of Registry to discuss the matter.

#### **4.7. Non-payment**

Where a tuition fee payment remains outstanding beyond the published due date, a note will be applied to your student record. At the point at which the note is applied, you will be sent an e-mail to your College e-mail address to notify you and explain any potential consequences, including in relation to graduation or re-registration. Outstanding tuition fee debts accrued by students who have left the College will be referred to an external debt collection agency.

#### **4.8. Deposits**

International students undertaking a full-time degree are required to pay a tuition fee deposit before an electronic Confirmation of Acceptance for Studies (CAS) can be issued. The College will refund a student's deposit where application for Student Route visa is refused (documentary evidence will be required) as set out in the [Tuition Fee Refund Policy](#). No refund will be given if the visa application is refused due to submission of fraudulent documents/deception or where incomplete or incorrect information has been provided as part of the admissions process. Further information, including regarding the arrangements for payment, is available [here](#). You will be notified when you need to pay the deposit.

#### **4.9. Student Registration, Fees and Debt Policy**

Where a tuition fee payment in excess of £100 remains outstanding beyond the published due date, a note will be applied to your student record. You will be notified of this via your College email account and asked to contact the Deputy Head of Registry to arrange payment. Until payment or a payment plan has been agreed for outstanding tuition fees you will be unable to re-register or graduate.

For non-academic debt in excess of £50 a student will receive a transcript but not be eligible to graduate from the College and therefore will be unable to attend the Congregation of Awards ceremony.

For non-academic debt or where a student has left the College, an external debt collection agency will be used once all other avenues for debt collection have been exhausted.

### **5. Changes to our contract with you**

#### **5.1. Changes to programmes**

We will use all reasonable endeavours to deliver the Programme in accordance with the programme specification and handbook and associated College policies and procedures. It may, however, become necessary for us to make minor changes to the Programme, including after you have accepted an offer of a place on the Programme. We may, for example, in some circumstances be required to:

- Make minor changes to the content and/or syllabus of programmes;
- make changes to term dates, the timetable, location, number of classes and/or methods of delivery of programmes and methods and timings of assessment;
- make changes to the members of teaching staff delivering programmes, including your Principal Study tutor and/or providing supervision;
- make changes to placements.

There are a number of reasons why changes may be necessary. These include, but are not limited to, the following:

- to improve the content or delivery of programmes as part of the College's process of continuous improvement (including in response to student feedback);
- to respond to developments in theories or practices in academic, professional, performance and/or research areas;
- for operational reasons and to manage the College's resources more effectively and efficiently;
- to respond to changes in the levels of funding and funding arrangements;
- as a result of the departure or absence of a key member of staff;
- to comply with changes in law or government policy and/or the requirements, decisions or recommendations of relevant regulatory bodies and external examiners;
- to respond to the requirements of a placement provider and/or the ability of a placement provider to provide a placement;
- due to circumstances beyond our control including, in particular, those identified under section 10 below.

You are reminded that you are responsible for reviewing, prior to applying or accepting an offer to study at the College, up-to-date course information, by searching for the relevant programme information on the College's website. Links to this information are included below:

- [Undergraduate School](#)
- [Graduate School](#)
- [Research](#)

Any changes made will be kept to the minimum necessary and we will notify you of the change at the earliest possible opportunity. Major changes to a Programme require approval by a Programme Approval Panel in accordance with the College's programme approval procedures described in the Academic Quality Handbook. We will take reasonable steps to minimise the impact of any changes by providing reasonable and proportionate support which could include helping you to find suitable alternative provision at the College or another institution or by offering you the chance to withdraw from the Programme. Should you withdraw from the Programme during an academic year, then you may be eligible for a refund of tuition fees in accordance with section 4 above.

## **5.2. Changes to our Regulations and Policies and**

### **Procedures**

During your period of study at the College, we may update, amend our Regulations and Policies and Procedures from time to time in order to ensure that such documents, and the College, operate efficiently for students, meet relevant legal and regulatory obligations and

are consistent with best practice. We will ensure that any important changes to such documents are notified to students.

### **5.3. Changes to these terms and conditions**

It may also be necessary for the College to make changes to these terms and conditions, including to respond to the factors identified under the heading 'Changes to programmes' above. Where changes are made, these will normally be brought into effect at the start of the following 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 changes to these terms and conditions as soon as reasonably practicable.

## **6. Data protection and disclosure of personal information**

By entering into this agreement with us and registering at the College, you acknowledge that the College will hold and process your personal data, including your sensitive personal data (special category personal data, for example, data concerning your racial/ethnic origins, criminal convictions, health and wellbeing and sexuality). We will hold and process your personal data in compliance with our obligations as Data Controller under the General Data Protection Regulation and Data Protection Act 2018.

We will not share your data with third parties unless we have an appropriate consent from you, are under a statutory or regulatory obligation to do so (such as with the UK Visas and Immigration (UKVI), Office for Students (OfS), Higher Education Statistics Agency (HESA), the Student Loans Company Ltd, local authorities or police) or are otherwise permitted to do so under the Data Protection Regulation and Data Protection Act 2018. Our [Privacy Notice](#) – prospective students, applicants and offer-holders explains how we collect, maintain and use personal data when you make enquiries about studying at the College including by registering to attend our open days), make an application and if you go on to become an offer holder i.e. the time before you become a registered student. For example, it provides details of what data may be sent to the Higher Education Statistics Agency (HESA), when data may be disclosed to a third party and what information is included on your student record.

## **7. Termination of this agreement**

### ***Termination of this agreement by us***

We may terminate this agreement with immediate effect in writing and terminate your registration as a student with the College in any one or more of the following circumstances:

- if you do not meet any conditions attached to the College's offer of a place on the Programme;
- if, in our reasonable opinion, you provide us with information which is fraudulent, untrue, inaccurate, incomplete and/or misleading;
- if you do not register or re-register with the College within the relevant timescales prescribed by the College except if there is good reason and you have received formal written approval from the College to defer entry or delay registration or re-registration;
- if you withdraw from the Programme;
- if between accepting an offer and starting the Programme there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on the Programme;



- if we become aware of information about you which we did not know and which, in our reasonable opinion, makes it inappropriate for you to study on the Programme;
- if you fail to comply with any of your reasonable obligations set out in the Student Charter, the Regulations or the Policies and Procedures;
- if your studentship is terminated for any reason permitted by the Regulations or Policies and Procedures, including non-progression approved by the Board of Examiners (identified in section 1);
- if you are convicted of an indictable offence in the UK or an equivalent offence in any other country;
- if your behaviour, in our reasonable opinion, represents a significant risk to the health, safety or welfare of yourself or other students, staff or members of the College community;
- if you fail to comply with conditions associated with your immigration status including those relating to working in the UK;
- if your continued registration with the College places the College in breach of any of our legal obligations, including under UK immigration law;
- If you disclose a relevant unspent conviction and, following a risk assessment carried out in accordance with our processes, we reasonably determine that it is inappropriate for you to study on the Programme.

A decision to terminate your registration as a student will mean that you will be required to cease studying the Programme and leave the College with immediate effect.

### ***Termination of this agreement by you***

The Contract will terminate automatically if you cancel or withdraw from the Programme, but you may still be liable for payment of Tuition Fees and other charges. Please see clause 10 below regarding cancellation within 14 days, and also the Academic Tuition Fee refunds policy, for further information.

## **8. Liability**

Nothing in this agreement will limit or exclude the College's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.

We will be liable to you for any loss or damage you suffer that is a foreseeable result of our breach of this agreement or if we fail to carry out our obligations under this agreement to a reasonable standard, but not to the extent that any such failure is attributable to your own fault or the fault of a third party that is not within our control. We will not be liable for loss or damage which were not foreseeable. Losses are foreseeable if they were an obvious consequence of our breach of this agreement or if they were contemplated by you and us at the time we entered into this agreement.

We will not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the College or by any other third party.

Our liability to you for all loss or damage suffered by you will be limited to the total amount of the Tuition Fees payable by you to the College whilst enrolled on the Programme at the College.

## **9. Events outside of our control**

We will not be liable to you for events outside our control which we could not have foreseen or prevented, even if we had taken reasonable care. Such events include, but are not limited to: strikes; other industrial action; staff illness; severe weather; fire; civil commotion; riot; invasion; terrorist attack or threat of a terrorist attack; war (whether declared or not); natural disaster; restrictions imposed by government or public authorities; significant changes to our funding or government higher education policy; epidemic or pandemic where Government or other legal bodies impose significant restrictions on civil liberties, freedom of movement/action which legally restrict the College's ability to conduct normal business; or failure of public utilities or transport systems.

Should any such circumstances arise, we reserve the right to change or cancel parts, or all, of the Programme. We will take reasonable and proportionate steps to mitigate any adverse impact on you.

## **10. Your cancellation rights**

You have a legal right to cancel this agreement by notifying us, within 14 days of your acceptance of our offer ("the Cancellation Period"), of your wish to cancel. You must notify us in writing by completing the termination template with a clear statement communicating your decision (you may send an e-mail to the named contact for your Programme entitled Cancellation, providing your UCAS ID or your College student number and your full name). You must send your notification to us before the Cancellation Period has ended.

This right to cancel does not apply if the agreement between us was made in person (i.e. during a face-to-face meeting.)

Provided you comply with the above requirements within the Cancellation Period, you will be entitled to a refund of any deposit/fees that you have paid to the College prior to your decision to cancel. We will refund any sums due to you using the same payment method as you used to pay any deposit/fees.

## **11. Third party rights**

This agreement is personal between the College and you. You may not assign or transfer it to a third party. A person who is not a party to this agreement (such as a third party responsible for the payment of some or all of your tuition fees) does not have any rights under or in connection with this agreement. For students under 18 a parent or guardian will sign the contract on behalf of the student; once the student reaches the age of 18 they will be asked to sign the contract in their own right.

## **12. Law and jurisdiction**

The agreement is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.