

ACADEMY OF MUSIC & SOUND

Student Terms and Conditions

1. Introduction

1.1. A contract between you and the AMS is formed when you accept an offer of a place at AMS.

1.2. These terms and conditions set out the basis of your contract with AMS. They summarise key obligations for AMS and also you about your course of study. They also set out what additional documents, policies or procedures you and AMS need to abide by.

1.3. These terms and conditions, the policies referred to in 1.2 above, together with your offer letter and the declarations you make during your online enrolment with the University, form the entirety of the agreement between you and AMS relating to your course and replaces any other undertakings or representations (“Agreement”).

2. Enrolment

2.1. Enrolment is the process whereby you officially become a student at AMS and the University of West London. The enrolment process requires you to:

- a) Ensure that the AMS has the correct personal details for you;
- b) Provide proof of your identification and qualifications;
- c) Agree to abide by the AMS and the University’s regulations and policies;
- d) Pay your tuition fees/confirm who is paying your tuition fees.

2.2. You must enrol with the University on My Registry at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your course, in accordance with instructions issued by AMS and the University, in order to continue your course of study and maintain your student rights and privileges.

2.3. You will be entitled to re-enrol for subsequent academic years provided that:

- a) You have paid the tuition fees;
- b) You have not been withdrawn from AMS and the University;
- c) You have met the relevant progression requirements for the previous years of your course.

2.4. You should note that once you have enrolled, you will incur a fee liability which is not normally refundable if you choose to withdraw. You should refer to the University’s Tuition Fee Policy to ensure that you are fully aware of this liability.

3. Cancellation before Enrolment

3.1. You have a right to cancel this Agreement within 14 days of your acceptance of an offer of a place to study at AMS ("Cancellation Period"). You do not have to give a reason for cancellation. Any reimbursements of fees for cancellation will be in accordance with the Tuition Fee Policy.

3.2. You must inform the AMS of your decision to cancel within the Cancellation Period by writing or emailing AMS.

3.4. If you applied to the University via UCAS, you will receive a notification of the cancellation through UCAS. If you applied directly to AMS, we will notify you of the cancellation in writing by email or letter addressed to your correspondence address.

4. The AMS's obligations to you

4.1. AMS will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant course specification and other publications such as the prospectus and AMS's website for the appropriate academic year.

4.2. AMS will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including:

- a) Small library and suitable learning resources, including online learning resources;
- b) IT infrastructure;
- c) Pastoral support;
- d) Confidential disability advice and support (see clause 10 for further details)
- e) Careers, progression and employability support

5. How we communicate with you

5.1. When you apply to AMS you will give us your email address, you should use this same email address when you register online on the University's My Registry. AMS will use this email address to communicate with you and it is important that you check your inbox regularly.

5.2. The AMS and the University may also communicate with you via letters. You should ensure that you keep your details up-to-date with AMS and through My Registry.

6. Changes to your course

6.1. In order to ensure that AMS's courses remain current and relevant, they are subject to regular review. AMS may, from time to time, need to amend modules, course content or the way that these are delivered, in order to:

- a) Comply with the requirements of the University's regulators;

- c) Make updates to reflect best practice and academic developments for the benefit of students;
- d) Adjust content as a result of staff changes; or
- e) Improve course quality in response to student or external examiner's feedback.

6.2. Where changes are necessary, AMS will give you reasonable notice of the changes, which will include details of why the change was necessary, and what has changed. AMS will take all reasonable steps to minimise disruptions to students.

6.3. Below is an indicative but not exhaustive list of changes that may be necessary:

- a) To alter the timetable, location, and number of classes for your course;
- b) To make reasonable changes to the content and syllabus of your course, to ensure that the course remains current and relevant;
- c) Make changes to assessments as a result of student or external examiner feedback.

7. Major changes

7.1. Where there are major changes to your course, AMS will:

- a) Inform you at the earliest opportunity and give you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes;
- b) Consult you on the changes and give you an opportunity to provide feedback;
- c) Take account of your feedback in our decision and will attempt to minimise any adverse impact on you;
- d) If necessary and appropriate, explore with you the opportunities for transferring to another course either at the AMS or elsewhere, and ensure that you receive recognition or credits for any units you have successfully completed.

7.2. Major changes may include:

- a) Change of core modules;
- b) Change to overall course aims;
- c) Change to module credit value;
- d) Change to method of delivery;
- e) Discontinuance of a course;
- f) Combining courses of study;

7.3. If between the time of your acceptance of an offer and before enrolment the University discontinues, or makes fundamental changes to your course, and you do not wish to accept the replacement course and have notified AMS, we will reimburse you for any tuition fees and/or deposits paid by you.

8. Your obligations to AMS

8.1. As a student member of the AMS community, you agree to behave respectfully to all other members of our community.

8.2. You must familiarise yourself with and adhere to all AMS regulations, policies and codes of practice that are published on AMS's website/MyAcademy and as revised from time to time.

8.3. You must provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from AMS).

8.4. You must abide by the University Academic Regulations which are available on MyAcademy. These describe the academic regulatory framework of the University and give information about the requirements for awards. They include important information about the requirements for your academic performance and for continued study.

8.5. You are expected to take responsibility for your studies including attending all scheduled teaching, assessments and submission of assessments.

8.6. You must comply with your obligations as on MyAcademy. The Student Charter and Student Code of Conduct contain important information about the expectations that AMS has of you as a student and the relevant procedures and processes to be followed.

8.7. You must take reasonable care of yourself and your safety and also the health and safety of other members of the AMS community and will co-operate with AMS in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by AMS.

8.8. If you do not abide by the regulations and policies outlined above, you may be subject to disciplinary action under the AMS Disciplinary, Grievance and Appeals Policy. For cases of academic misconduct including cheating, you will be subject to the University's Academic Misconduct Regulations.

9. Fees and Payment

9.1. AMS charges tuition fees for delivery of its courses ("Tuition Fee"). You will be informed of your Tuition Fee as part of your offer letter.

9.2. You are bound by the University's Tuition Fee Policy which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment.

9.3. You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from AMS you will be liable for the Tuition Fees up until formal notification of your withdrawal is received by AMS in accordance with the Tuition Fee Policy.

9.4. The University reserves the right to increase your Tuition Fees on re-enrolment in line with the Retail Price Index ("RPI") annual rate of inflation.

9.5. If you do not pay the Tuition Fees in accordance with the University's Tuition Fee Policy, you may not be able to access AMS/University facilities. The AMS/The University also reserves the right to withhold your results and to not permit you to graduate.

9.6. The Tuition Fees do not include any fees payable for residential accommodation, nor do they include examination fees, travelling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your course, for example chef uniform, additional course materials (this is not an exhaustive list)(“Additional Fees”). Where there are any Additional Fees or charges, you will be informed of these in your offer letter.

10. Disability Support

10.1. If you have additional support needs, you are responsible for contacting your Centre Manager or Course Coordinator. Any information you provide will be treated as strictly confidential.

10.2 You are encouraged to contact your Centre Manager or Course Coordinator as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.

11. Attendance and Assessment

11.1. In order to succeed on your course you will need to attend scheduled classes. AMS will monitor student attendance at scheduled classes in order to identify, improve and support student experience, engagement and progression during the course of your studies.

11.2. You must submit assessments as required and as outlined in your module study guides and assessment schedules. Students who fail their modules or who do not submit to assessment may not be able to progress as outlined in the Academic Regulations.

12. Criminal Convictions

Students on courses that do not require a DBS check:

12.1. When you are given an offer of a place, you must disclose any relevant unspent criminal convictions. You should declare these in writing to the Centre Manager

12.2. Relevant unspent convictions include those involving violence, sexual abuse, fire arms, drugs and arson. AMS will consider whether such convictions pose a risk to other members of AMS and may withdraw your offer on this basis.

12.3. Once enrolled as a student, you must inform AMS immediately of any unspent criminal charges or convictions received.

12.4. A DBS check may be required for placements or other activities you may undertake, such as placements, which involve working with children. How any convictions will be treated will be made clear to you at the time of submitting for your DBS check.

12.5. Failure to disclose any relevant criminal convictions could lead to termination of this Agreement AMS.

13. Insurance

13.1. AMS has appropriate public liability insurance. However you should ensure that you insure your personal belongings which are brought into the AMS at your own risk.

14. Collection and Processing of Data

14.1. By accepting an offer of a place at AMS and entering into this Agreement you understand that AMS and its partners or agents will process your personal data in order for AMS to meet its obligations to deliver education services to you under this Agreement.

14.2. AMS needs to collect, hold and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Blackboard our virtual learning environment, and other systems) and financial data.

14.3. The data will be processed in line with the General Data Protection Regulations and the Data Protection Act 2018, see the AMS Data Protection Policy

15. Disclosure to Statutory/Public Third parties

15.1. AMS is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies AMS or the University may disclose student personal data to (indicative not exhaustive list – for further detail see Student Data Privacy Notice):

- The Higher Education Statistics Agency (individualised statutory returns made by all Universities)
- The National Students Survey, the Graduate Outcomes survey, and other processes intended to enhance the student experience
- Student Loans Company
- UK Home Office
- Local authorities for purposes of elections

15.2. Upon graduation you will be invited to join the University's alumni community. Your details will be passed to our Alumni Relations team to enable them to contact you. You may withdraw from these communications at any time by contacting the Alumni team at alumni@uwl.ac.uk.

16. Intellectual Property and copyright Undergraduate and postgraduate taught courses

16.1. All intellectual property rights developed by undergraduate students and students on taught postgraduate programmes as part of their course normally belong to you ("Student IP") subject to certain exceptions. These exceptions include Collaborative work will normally

include projects and dissertations where the work has been supervised by staff and creative and design projects and this will be highlighted in the appropriate Module Study Guide.

16.2. For the purposes of teaching, research, internal administration and other non-commercial use, you must agree to grant AMS the ability to use your assessments where you have created intellectual property.

17. Feedback and Complaints

17.1. We will regularly ask for your feedback on your course and our facilities and services through module evaluations, surveys and the Course Committee to help us improve our services to you.

17.2. If you are an applicant to AMS, you may raise a complaint or an appeal about the manner in which your application was handled.

17.3. If you are an enrolled student of AMS and you have an issue with your course or a particular service, you should raise this in accordance with the AMS Disciplinary Grievance & Appeals Policy which comprise three stages to the complaint process: stage 1) Informal Resolution, stage 2) Formal Complaints Procedure and stage 3) Review. If the complaint remains unresolved after exhausting AMS's internal complaints procedures, you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education ("OIA").

18. Limits on the AMS's liability to you

18.1. AMS will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond our control mean that we cannot provide such educational services. This might be because of, for example:

- industrial action by AMS or University staff or third parties
- the unanticipated departure or absence of key members of AMS staff
- significant changes to Higher Education funding
- the acts of any governmental or local authority
- where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it
- severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.

18.2. In these circumstances, AMS will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law AMS excludes liability for any loss and/or damage suffered by any applicant or student.

18.3. AMS does not limit its liability arising from:

- a) Death or personal injury caused by the negligence of the University or its officers, employees or agents; or
- b) Fraud or fraudulent misrepresentation.

18.4. AMS and its officers, employees or agents shall not be liable for:

- any loss, theft, misuse or damage to your property, including without limit any motor vehicle, cycle, equipment or such other personal belongings whilst such property is on AMS premises;
- any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
- death or personal injury that is not caused by negligence of AMS or its officers, employees or agents; and
- changes to law that require a change of these terms and conditions.

18.5. Although AMS will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and any software provided by the University at your own risk. AMS shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available by AMS, including any contamination of software or loss of files.

19. Termination of Agreement

By You:

19.1. You may withdraw from your course and terminate this Agreement at any time. To withdraw from the course you must give notice, in writing to AMS. You should contact your course coordinator or centre manager to initiate the process for withdrawal.

19.2. You will normally be required to complete a Student Withdrawal Form and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed Student Withdrawal Form by AMS.

19.3. If you withdraw part way through your course you must pay the Tuition Fees up until the next fee liability point.

By the University:

19.5. The University may withdraw your offer or terminate this Agreement in writing with immediate effect (subject to your rights of internal appeal) if:

- a) You or your sponsor fail to pay the Tuition Fees;
- b) You fail to meet the conditions of the offer made to you;
- c) You provided false, incomplete, inaccurate or misleading information in your application to AMS or at any other time;
- d) Action has been taken against you in accordance with the AMS's disciplinary or the University's fitness to practise procedures;
- e) You fail to meet the University's progression or award requirements;
- g) You are unable to meet the requirements of your course including obtaining/maintaining membership of specified organisation;

- h) Your behaviour represents a serious risk to the health, safety or welfare of yourself or others; or
- i) You materially breach these Terms and Conditions.

19.6. You have a right to submit an internal appeal of the University's decision to terminate the Agreement. See AMS Disciplinary Grievance & Appeals Policy.

20. Consequences of Termination

If at any time this Agreement terminates:

20.1. AMS shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);

20.2. AMS shall be entitled to require you to stop studying on your course and to leave the University immediately (if, at the date of termination, you have enrolled);

20.3. you are required to return to AMS your UWL Student Identification Card issued to you on enrolment, together with all property owned by the University;

20.4. you must pay all outstanding fees immediately;

21. Notices

21.1. Any notice given under this Agreement will be in writing.

21.2. AMS will send any notice to you either by email (email address which you have provided us). We may also send any notice to either your term-time address/home address. You must keep your details up to date with AMS and via MyRegistry.

21.3. You must send any notices either by post or email to the attention of the Centre Manager at your AMS centre.

22. General

22.1. Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

22.2. These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.

22.3. Only you and AMS are parties to this Agreement. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement.

22.4. Failure or delay by you or AMS to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the AMS from taking steps to enforce that or any other provision.

22.5. This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

All AMS policies and University policies mentioned in this policy can be found on either MyAcademy or the University's website

Date written: March 2019, updated July 2020

Reviewed: July 2020, September 2021

To be reviewed: August 2022

Agreed by: Mel Baxter, Steve Ryan.