

BALLET WEST

TERMS AND CONDITIONS FOR FULL-TIME STUDENTS

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Mapping to Quality Code	B3/8

These terms and conditions for students ("Terms") form part of the agreement between you and Ballet West ("we", "us" or "our") under which you agree to enrol and study on a Course at Ballet West and we agree to provide you with our tuition and ancillary services.

These Terms set out your rights and obligations, as well as our obligations and the limitations of our liability to you under the agreement. Therefore, it is very important that you read and understand these Terms before you accept an offer to enrol on a Course.

In particular, please note our limitation of liability to you in clause 7.

If you are an International Student, please note that the terms and conditions set out in the Appendix will apply to you in addition to terms and conditions set out in the full body of these Terms.

If you do not understand any part of this document, please contact our finance team at finance@balletwest.ac.uk before accepting our offer.

The definitions set out below apply in these Terms:

"Administration" means Ballet West's administration office;

"Admissions Policy" means our admissions policy located at; balletwest.ac.uk/policies and regs

"CAS" means Confirmation of Acceptance of Studies;

"Complaints Procedure" means the complaints handling procedure set out in the Student Handbook and complaints policy located at balletwest.ac.uk/policies and regs;

"Cooling-off Period" has the meaning set out in clause 3.1;

"Course Handbook" means the Course handbook for your chosen Course which form part of this agreement

"Data Protection Policy" means our Data Protection Manual located at www.balletwest.ac.uk/policies and regs

"Deadline" has the meaning set out in or clause 1.9 for students that apply directly to Ballet West or through an overseas agent (as the case may be);

"Deposit" The portion of fees paid on enrolment. This is non-refundable in all circumstances except when the agreement is terminated by you within the Cooling Off Period;

"Enrolment" or "Enrol" means the process whereby applicants "confirm a place" as described in clause 1.13;

"Exclusion": means the prohibition on attendance at, or access to, any part of Ballet West and its facilities. Excluded students may not offer themselves for assessment and any completed assessments will not be considered by Examination Boards. This usually arises due to Fee debt.

"Expulsion" or "expelled" : means permanent exclusion from all premises, programmes, services and facilities of Ballet West and the termination of all mutual obligations except as regards any undischarged financial liabilities of the Student to Ballet West.

"Fees" has the meaning set out in clause 2.1; The "Balance of Fees" has the meaning set out in clause 1.21

"Financial Sponsor" means any third party who has agreed to pay your fees on your behalf.

"Full Time Course" or "Course" means any Foundation Degree, BA(Hons) degree or HND Course taught at Ballet West or any other diploma or certificate course which leads to a recognised higher education award and is taught at Ballet West;

"Induction" means reporting to Ballet West for the start of your Full Time Course at the time and on the date specified by us in the pre-induction information;

"Misconduct" is defined in the student rules which form part of this agreement

"Ballet West Website" means the website located at <http://balletwest.ac.uk> ;

"International Student" means a student who requires a Tier 4 visa to study in the United Kingdom via sponsorship from Ballet West;

"Offer" is an offer made by us to you of a place on the Course;

"Programme Leader" means the programme leader for your chosen Course as notified to you at Induction;

"Student Handbook" means the handbook for Ballet West which forms part of this agreement

"VLE" means Ballet West's Virtual Learning Environment;

"UKVI" means UK Visas and Immigration; and

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

Clause headings do not affect the interpretation of these conditions.

The Appendix forms part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Appendix.

1. Agreement, application and enrolment

1.1. The following information and documents set out the whole agreement between you and Ballet West:

1.1.1. your application whether made online or on paper or through an agent

1.1.2. these Terms;

1.1.3. the terms of our Offer;

1.1.4. the Student Handbook, specifically the student rules & disciplinary procedure

1.1.5. the Course Handbook

1.1.6. the Data Protection Policy;

1.1.7. your Enrolment submission;

1.1.7.1. Enrolment confirmation form including, for students under 18 on Enrolment, a signed statement by a parent or guardian agreeing to honour all financial obligations on your behalf.

1.1.7.2. if you are having all or part of your Fees paid for by a third party ("Financial Sponsor"), a confirmatory letter on headed paper from the Financial Sponsor.

1.1.7.3. Proof of Identity and qualifications

1.1.7.4. Data use consent form

1.2. **Before you complete Enrolment** (as described in clause 1.13 below) please check that you have read and understood each of the documents listed in clause 1.1 above. In addition, please ensure that the details in your application form that you originally submitted to us and the detail provided during Enrolment are complete, accurate and up to date with no pertinent omissions. If, at any time, it becomes apparent that we have made an Offer and/or accepted you on a Course based on an application, or on any other information or documents that you provided in connection with your application, that contains statements that are fraudulent, untrue or misleading, we may refuse your application, withdraw the Offer or, if you have been accepted as a student, suspend or expel you from the Course and terminate our agreement. For International Students: please also see paragraph A of the Appendix.

1.3. If any of these Terms are inconsistent with any term or condition set out in our Offer letter/email, the Offer letter/email shall prevail.

Entry Criteria

1.4. On receipt of your completed application form (whether submitted directly or via an overseas agent) together with the audition fee and photographs described on the

application form, we will check that you satisfy, or are reasonably expected to satisfy, the Entry Criteria for your chosen Course. The Entry Criteria are explained on our Website. As part of our admissions process, we will invite you to attend an audition and interview.

- 1.5. If you do not satisfy, or are not expected to satisfy, our Entry Criteria for the course applied for, we may decide to consider you for a place on an alternative Course.
- 1.6. If you satisfy the Entry Criteria, we will consider you for a place on the Course. We do not guarantee you a place on a Course because you meet, or are expected to meet, the Entry Criteria. We may decline your application for other reasons such as (without limitation) over-subscription for the relevant Course. In making our decision, we may consider any of the following (depending on the level and Course of study) in order to select the best-prepared applicants:
 - 1.6.1. your actual and predicted entry qualifications;
 - 1.6.2. any work experience undertaken;
 - 1.6.3. your performance in any audition and interview we have asked you to attend;
 - 1.6.4. your performance in any selection tests taken or written work set either completed before or during the audition day;
 - 1.6.5. any unspent criminal convictions.

Students with disabilities

- 1.7. You may declare any disability you have on the application form. Where you have declared a disability in your application, in determining whether to offer you a place, we will consider whether you can be supported on your chosen Course via reasonable adjustment to our facilities and/or Course Materials. You are not required to declare a disability; however, if you do not declare a disability in your application and we subsequently determine that we cannot support you with reasonable adjustment to our facilities and/or Course materials, then:
 - 1.7.1. if you have not completed Enrolment, our Offer and your acceptance will be considered withdraw; or
 - 1.7.2. if you have completed Enrolment, the agreement between us will be terminated immediately by written notice to you, and, in such circumstances, we will refund any Fees paid to us subject to clause 3.

Offers

- 1.8. If we decide to make you an Offer, and you have applied directly to Ballet West or through an overseas agent we will send you directly, or via any agent authorised to act on your behalf, either a conditional or an unconditional Offer by letter, together with an enrolment pack, which contains all documents listed in clause 1.1.
- 1.9. Subject to paragraph B of the Appendix (for International Students), to accept the Offer you must complete the enrolment procedure by the date specified in the offer letter (the "Deadline"). If you do not enrol by the Deadline, the Offer will be deemed automatically withdrawn on the Deadline date.
- 1.10. Requests to extend the deadline can be made in writing, either by letter or email, to the admissions office.

- 1.11. A binding agreement between us will be formed when enrolment is complete and your status has changed to "Enrolled". We will notify you of this in writing, usually by email.
- 1.12. Where our Offer is conditional, and you do not meet the conditions of our Offer after enrolment, we may (in our absolute discretion) offer you a place on an alternative course in which case we will notify you of this in writing, usually by email.

Enrolment

- 1.13. To Enrol you must sign and return Enrolment confirmation form which:
 - 1.13.1. confirms that you accept these Terms and the other documents which form the whole agreement between you and us, as listed in clause 1.1 (above).
 - 1.13.2. confirms that you agree to pay the Fees as described in clause 2.1 (unless you have already paid the Fees); or, if you are under 18 on the day you Enrol, a signed statement by a parent or guardian agreeing to honour all financial obligations on your behalf.
 - 1.13.3. and provide
 - 1.13.3.1. payment as specified in your Offer Letter, for international students, this is the full fee for the academic year.
 - 1.13.3.2. Proof of Identity and qualifications
 - 1.13.3.3. Data use consent form
 - 1.13.3.4. if you are having all or part of your Fees paid for by a third party ("Financial Sponsor"), a confirmatory letter on headed paper from the Financial Sponsor.
- 1.14. If you do not complete Enrolment by the Deadline your offer will be withdrawn by written notice to you.
- 1.15. Once you have completed Enrolment to our satisfaction, we will change your status to "Enrolled" and we will notify you of this in writing, usually by email; at this point a binding agreement will be formed between us.
- 1.16. If you are an International Student please see paragraph C of the Appendix in relation to the assignment of a CAS and paragraph D of the Appendix in relation to your visa application.

Re-Enrolment

- 1.17. To continue on the second year of a two-year course or to progress to a higher level course at Ballet West, you must, at the time of re-enrolment, be reasonably expected to:
 - 1.17.1. meet the academic conditions for progression
 - 1.17.2. not be in arrears for previous year(s) course fees
 - 1.17.3. have a satisfactory attendance and conduct record
- 1.18. We will write to you inviting you to repeat the procedure for Enrolment set out in clauses 1.13.1, 1.13.2 and provide a parental statement if under 18.
- 1.19. If you fail to meet any of the reasonable expectations specified in clause 1.17 then:
 - 1.19.1. We may impose conditions on your re-enrolment or
 - 1.19.2. your place on the Course will be withdrawn and the agreement between us will terminate immediately by written notice to you.

Induction

- 1.20. Following completion of Enrolment, we will provide you with details about the time and place for your Induction. On Induction:
 - 1.20.1. if you are an International Student, the documentation listed in paragraphs F6 and F7 of the Appendix
 - 1.20.2. If we are not able to verify that the Balance of Fees have been, or will be, paid to our satisfaction, we may withdraw your place on the Course and terminate the agreement between us immediately by written notice to you.
- 1.21. The "Balance of Fees" is defined by the total fees charged for the course less any
 - 1.21.1. payments already paid, including deposits
 - 1.21.2. anticipated fee payments from third parties including the Student Loans Company or SAAS.
 - 1.21.3. bursaries detailed in your letter of offer
- 1.22. Upon our satisfactory verification that enrolment is completed and the Balance of Fees have been or will be paid, you may then proceed to study on your chosen Course.

2. Payment of Fees

- 2.1. The Course tuition fees ("Fees") are detailed on our website www.balletwest.ac.uk and are confirmed to you when we send you our Offer.
- 2.2. You have personal liability for all Course tuition fees regardless of the source of funding.

Student Funding

- 2.3. Financial support for your studies may be available for your studies through Student Finance England, Student Finance Wales, The Department for Education and Libraries Northern Ireland and the Student Awards Agency for Scotland, depending on your home address. It is your responsibility to check your eligibility and apply for any funding that you may rely on to pay your fees.
- 2.4. **English, Welsh and Northern Irish Students.** Tuition fee loans are paid in three instalments in each academic year. Each instalment requires us to confirm attendance on specific liability dates. Students who withdraw prior to a liability date are not entitled to loan payments. The liability dates correspond to the beginning of terms and are as follows-
 - 2.4.1. September for 1st instalment of 25% of fees
 - 2.4.2. January for 2nd instalment of 25% of fees
 - 2.4.3. April for 3rd instalment of 50% of fees
- 2.5. **Scottish and EU students** are eligible to receive a fee grant from Student Awards Agency for Scotland (SAAS) providing they remain in attendance for 8 weeks after the beginning of the academic year. Students withdrawing prior to 8 weeks after the beginning of the year will not receive the grant.
- 2.6. Unless you are an International Student, you must pay the Balance of Fees (see clause 1.21) for the current academic year in full, by 1st May, prior to the start of the academic year, unless we, in our absolute discretion, agree that you may pay the Fees in instalments.
- 2.7. If a Financial Sponsor is paying your Fees on your behalf, you must ensure the Financial Sponsor is made aware of these Terms before accepting our Offer. You are responsible for payment of your Fees even if you arrange for a Financial Sponsor to pay these on your behalf. Our agreement is with you and not with any Financial Sponsor.

- 2.8. We endeavour to ensure that the Fees are accurate at the time of publication. If the Fees change, we will notify you in writing when we make our Offer. We have no control over or responsibility for payments to third parties, such as (without limitation) accommodation costs.
- 2.9. Fees will become due on the due dates as detailed in the Offer Letter or a subsequent payment plan agreed with us in writing.
- 2.10. Where an account remains overdue after these dates, a series of two letters will be sent by email to you or, if you are under 18, to the person who agreed to honour all financial obligations on your behalf. The letters will be sent at 30 days and 60 days overdue advising that you may potentially be excluded from your course.
- 2.11. If after 90 days, the debt remains unpaid, the following actions will occur –
 - 2.11.1. Ballet West will take appropriate legal action to recover the debt. This may incur additional charges being added to your account and ultimately affect your ability to obtain credit in the future.
 - 2.11.2. You will be excluded from the course and a final letter will be sent by post and email notifying the responsible person. Exclusion means the prohibition on attendance at or access to any part of Ballet West and its facilities. Excluded students may not offer themselves for assessment and any completed assessments will not be considered by Examination Boards.
- 2.12. Any exclusion will be lifted as soon as the debt is cleared
- 2.13. Where an agreement has been made to pay fees by payment plan but has defaulted; then the credit control procedures will commence immediately after the initial default whereby the whole debt will then be due in full.
- 2.14. **International Students:** In the event of exclusion of an international student, Ballet West will withdraw the sponsorship of any student admitted the UK on a Tier 4 visa and report this to UK Visas and Immigration. The student will then be required to leave the country and return home.

3. Permanent and Temporary Withdrawals, Refunds

Permanent Withdrawal during Cooling-off Period

- 3.1. If you change your mind about the Course: you have the legal right to change your mind and cancel the agreement between us within 14 days starting from the day after we send you the email confirming you have completed Enrolment to our satisfaction and your status has been changed to "Enrolled" (the "Cooling-off Period"), without giving a reason. Subject to clause 3.2. There is no tuition fee liability and Ballet West will automatically refund all tuition fees paid, including the Deposit.
- 3.2. If you cancel the agreement under clause 3.1 but the Course has already started, a portion of the fees will be retained on a pro-rata basis and the balance refunded.
- 3.3. To cancel the agreement with us within the Cooling-off Period, please let us know either by letter or email, setting out your decision to cancel the agreement between us. You may use the form supplied with your Offer Letter to notify us. Please complete it as indicated, and post it to our Admissions Department, Ballet West, Ichrachan House, Taynuilt, Argyll, PA35 1HP or email to admissions@balletwest.ac.uk.

- 3.4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cooling-off period has expired.
- 3.5. We will promptly acknowledge receipt of your cancellation in writing, either by letter or email.

Permanent Withdrawal after Cooling off Period

- 3.6. **Withdrawing from the Course before Induction:** if you wish to withdraw from the Course after the Cooling-off Period has expired but before Induction, you must notify us either by letter or email.
- 3.7. **Withdrawing from the Course at or after Induction:** if you wish to withdraw from the Course after Induction and after the Cooling-off Period has expired, you must first notify and meet with the Principal. If, after meeting with the Principal, you still wish to withdraw from the Course, you must submit a withdrawal form, signed by the Principal to the programme manager.
- 3.8. For all withdrawals after the Cooling-off period (clauses 3.6 and 3.7), the full annual tuition fee is payable and no refund will be made except at the absolute discretion of Ballet West's Board of Trustees.
- 3.9. If you are Expelled from Ballet West you will be withdrawn from the course and clause 3.8 will apply.
- 3.10. If you are funded via loans and/or grants from the Student Loan Company, Student Finance England/Wales/NI or the Student Awards Agency for Scotland and permanently withdraw or are Expelled from Ballet West, you are still liable for the full tuition fee due for the academic year. See clauses 2.4 and 2.5.

Temporary Withdrawal

- 3.11. If you undertake an approved, temporary withdrawal from your studies, the full annual tuition fee is payable, including payment to replace any anticipated loan payment from the SLC or grant payment from SAAS. No refund will be made except at the absolute discretion of Ballet West's Board of Trustees.

Exceptional Circumstances

- 3.12. Consideration may be given to making refunds of tuition fees if you have had to withdraw, either permanently or temporarily, due to exceptional mitigating circumstances, Ballet West's Board of Trustees shall consider each case on merit. Such cases must be submitted in writing to the Finance Department, Ballet West, Ichrachan House, Taynuilt, Argyll, PA35 1HP or email to finance@balletwest.ac.uk who shall liaise with the Principal and the Board of Trustees. For guidance, cases based on serious medical problems or bereavement will be considered, but academic and financial difficulties and changes in course of study (other than identified above) or moves to other institutions are not normally regarded as acceptable reasons for any refund or reduction in fee liability.

Refunds

- 3.13. Wherever refunds are referred to, these only relate to the portion of the tuition fee that is paid directly by you or by your parent or a private sponsor and does not include fees paid by various funding agencies, such as the SLC, which are subject to differing terms and conditions which are generally made publicly available by the respective funding bodies.
- 3.14. All refunds or reductions in fee liability are entirely at our discretion, except in the case of withdrawal during the Cooling-off period (clause 3.1).
- 3.15. Any other debt owing to Ballet West at the time of a student's withdrawal will be subtracted from any refund of fees.

Payment of Refunds

- 3.16. If you withdraw during the "Cooling Off" period, any tuition fee refund due will be made within 14 days of the withdrawal date. Otherwise, once agreed, tuition fee refunds shall be made within 14 days from the communication of a decision to make a refund.
- 3.17. All refunds will be calculated in UK Sterling. Ballet West will not refund any shortfalls due to exchange rate fluctuations, or offer compensation for any bank or other charges incurred.
- 3.18. Where payment of tuition fees was split between more than one payee, any refund due will be made in proportion to the original split.
- 3.19. All refunds will only be made to the bank and account holder (or other financial institution) that originally paid the fee except at the absolute discretion of the Board of Trustees. Refunds are not made in cash under any circumstances.
- 3.20. Documentary evidence of sponsorship is required before any refund of personal contributions towards fees can be considered. This may include copies of award notices from funding bodies or letters from sponsors confirming details of the tuition support to be provided.

Complaints

- 3.21. Complaints about refund decisions or the refund process should be put in writing and should follow Ballet West's published Complaints procedure.

Students seeking tier4 sponsorship

- 3.22. If you withdraw during the "Cooling Off" period or are refused a CAS by the UK authorities with Ballet West having made an application for that CAS in good faith and on the basis of the correct relevant documentation that was provided by you or your sponsoring agent, then £300 will be retained by us to cover the cost of processing the CAS and associated paperwork and the maintenance of Ballet West's licence to recruit international students. Beyond that there is no tuition fee liability for the forthcoming academic year and a refund of all remaining tuition fees paid for the forthcoming academic year shall be made as per the terms of this policy.
- 3.23. If the UK Government has refused a CAS on the basis of incorrect or fraudulent information, cancelled a visa as a result of a breach of visa conditions or rejected a renewal

of a visa, or if the refusal is due to falsified documents, then no refund shall be made, regardless of whether or not you withdraw during the cooling off period.

- 3.24. No refunds, other than for exceptional circumstances, will be made once you have arrived in the UK and the "Cooling Off" period has expired. For guidance, cases based on serious medical problems or bereavement are usually accepted, but academic and financial difficulties, changes in course of study (other than exceptions detailed in clause 3.12), moves to other institutions, requests to defer the course are not normally regarded as acceptable reasons for any refund or reduction in fee liability.
- 3.25. Should you be found to use fraudulent documents at the time of application or at the time of applying for entry clearance, or at any time subsequently before or during your course, no refund will be due.
- 3.26. All approved refunds will be made to the original source, i.e. to the country and the account from which the money was sent. This is to comply with government guidelines.
- 3.27. Bank charges and other costs reasonably occurred may be deducted for refunds made by banker's draft or electronic funds transfer at the discretion of the Board of Trustees.

4. Your Obligations

4.1. You agree to:

- 4.1.1. Enrol at the start of the Course and, if the Course duration is longer than one year, at the start of each subsequent year of your Course;
- 4.1.2. attend the Induction at the start of your Course and, if the Course duration is longer than one year, at the start of each subsequent year of your Course;
- 4.1.3. at all times throughout your Course, comply with these Terms, the Student Handbook, the Course Handbook for your chosen Course and the reasonable requests of our teaching and support staff;
- 4.1.4. at all times throughout your Course, comply with all requirements imposed by law, regulation or judicial order at any time.
- 4.1.5. keep us informed of:
- 4.1.5.1. any change in your visa status; and
- 4.1.5.2. any changes to the personal information (including your home address, telephone numbers and next of kin) provided in your application form;
- 4.1.6. declare any unspent criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your Course;
- 4.1.7. Obey the student rules as detailed in the Student Handbook and on the Website and VLE. You are reminded that the Student Rules and Disciplinary Procedures form part of the agreement with us (see clause 1.1). This specifically includes, but is not restricted to -
- 4.1.7.1. submitting your own work and not plagiarise the work of others;
- 4.1.7.2. attending your Course in full and complying with our attendance and punctuality requirements set out in the Student Handbook. Persistent or

prolonged absence may, at our discretion, be considered as Misconduct and may be dealt with under the Disciplinary procedures as detailed in the Student Handbook. If you are an International Student, please see paragraph E of the Appendix for additional terms regarding your attendance.

- 4.1.7.3. behaving appropriately at all times and in such a manner as not to:
- cause a nuisance, injury or damage to other persons (in particular, other students, our employees, contractors, agents and any visitors) or to any of our property;
 - impede or prevent the provision of any programme or Course of study offered by us; or
 - cause damage to our reputation.

4.2. If you fail to comply with your obligations under clause 4.1, we may at our discretion:

4.2.1. notify you of such failure and where appropriate arrange a meeting with you; and/or

4.2.2. if your breach is serious or persistent, Exclude or Expel you with immediate effect from your Course and terminate our agreement immediately on written notice, in line with the student disciplinary procedure as detailed in the Student Handbook.

4.3. Please note that in the event of termination under clause 4.2, we may:

4.3.1. if you are an International Student, withdraw sponsorship and notify the UKVI; and

4.3.2. notify any of the following (as applicable) that you are no longer a student:

4.3.2.1. the signatory to your statement of financial obligations signed at enrolment (usually a parent or guardian).

4.3.2.2. your Financial Sponsor; and/or

4.3.2.3. The Student Loans Company or SAAS

5. Our Rights and Obligations

5.1. We shall provide our tuition services with reasonable skill and care.

5.2. Subject to clause 5.4 below, we have the right to revise and amend these Terms from time to time and we will give you prior notice of any changes to our Terms.

5.3. Course details are not expected to change. However, subject to clause 5.4 below, we reserve the right to cancel, postpone and/or relocate a course. We will give as much notice and explanation of any such change as is reasonably possible and, where possible, we will try to mitigate any inconvenience (visa regulations permitting).

5.4. If any change we make pursuant to clause 5.3 adversely and significantly affects you and you do not wish to pursue the alternatives offered by us, you may withdraw from the Course and terminate our agreement immediately by written notice and

5.4.1. if you withdraw prior to the Course start date, a refund of the Fees already paid to us less your Deposit; or

5.4.2. If you withdraw on or after the Course start date, we will provide you with an appropriate refund taking into consideration the proportion of the Course completed at the time of termination of our agreement. The Deposit is non-refundable

- 5.5. If you have a complaint relating to any academic or non-academic aspect of the Course, please use our Complaints Procedure. We agree to comply with our obligations set out in the Complaints Procedure.

6. Information Sharing and Data Protection

- 6.1. Please refer to the General Data Protection Regulations (GDPR) Policy for details of how we use the information that we collect from you.

7. General liability

- 7.1. Subject to clause 7.2 (below) if we fail to comply with the agreement between us, we are responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with our agreement, but, subject to clause 7.3, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the agreement between us was made, both we and you knew it might happen.
- 7.2. Subject to clause 7.3 (below), our total liability to you under our agreement shall not exceed the total Fees payable and any reasonable costs already incurred by you in relation to the Course, such as Visa fees, accommodation costs and travel costs directly relating to the Course.
- 7.3. Nothing in this agreement shall exclude or limit in any way:
 - 7.3.1. either party's liability for death or personal injury caused by its negligence; or
 - 7.3.2. either party's liability for fraud or fraudulent misrepresentation; or
 - 7.3.3. any liability we may have which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety.

8. Events Outside Our Control

- 8.1. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an event outside our reasonable control, including changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary licence.
- 8.2. Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Event Outside Our Control to a close or to find a solution by which our obligations under these Terms can be performed despite the Event Outside Our Control.

9. Intellectual Property

- 9.1. The copyright, design right and all other intellectual property rights in any Course materials and other documents or items that we prepare or provide in connection with any Course taught at Ballet West will belong to us, or our licensors, absolutely.
- 9.2. You may not use the materials, documents or other items detailed in clause 9.1 for any commercial purpose.

10. Notices

- 10.1. Any notice or other communication given to a party under or in connection with our Agreement shall be in writing and shall be:
 - 10.1.1. by hand;
 - 10.1.2. by pre-paid first-class post or other next working day delivery service at the address mentioned below; or
 - 10.1.3. sent by email to the email address specified below,
 - 10.1.3.1. Ballet West: For matters relating to admissions: Admissions Department Ballet West, Ichrachan House, Taynuilt, Argyll PA35 1HP. Email address: admissions@balletwest.ac.uk
 - 10.1.3.2. Ballet West: For matters relating to finance: Finance Department Ballet West, Ichrachan House, Taynuilt, Argyll PA35 1HP. Email address: finance@balletwest.ac.uk
 - 10.1.3.3. You: the correspondence address or email address provided in your application form (or any other address you notify to us in accordance with clause 4.1.5.2).
- 10.2. Any notice or communication shall be deemed to have been received:
 - 10.2.1. if delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
 - 10.2.2. if sent by email, at 9.00 am on the next Business Day after the time of transmission unless a notification of non-delivery is received by the sender.
- 10.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. General

- 11.1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 11.2. If we fail, at any time while this agreement is in force, to insist that you perform any of your obligations under this agreement, or if we do not exercise any of our rights or remedies under this agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 11.3. A person who is not party to this agreement (including without limitation any party that is responsible in whole or part for your Fees) shall not have any rights under or in connection with it.
- 11.4. Subject to clauses 5.2 and 5.3, no variation of this Agreement shall be effective unless it is in writing and signed by you and us.
- 11.5. This agreement shall be governed by Scots law and you and we agree to the exclusive jurisdiction of the Sheriff Court in Oban.

APPENDIX: ADDITIONAL TERMS AND CONDITIONS FOR INTERNATIONAL STUDENTS

This Appendix applies to International Students only.

A. Application process

If, at any time, it becomes apparent that we have made an Offer and/or accepted you on a Course based on an application, or on any other information or documents that you provided in connection with your application, that contains statements that are fraudulent, untrue or misleading, in addition to the actions set out in clause 1.2, we may also withdraw visa sponsorship and report you to the UKVI. In such cases, the UKVI may require you to leave the UK and, depending on the circumstances, may ban you from entering the UK for up to 10 years.

B. Enrolment

- B.1. If you are an International Student, to Enrol you must follow the procedure set out in clause 1.8 and we must receive from you on or before the Deadline, the following:
 - B.1.1. the Fees for the current academic year in cleared funds by the method specified by us;
 - B.1.2. a CAS declaration form, signed by you;
 - B.1.3. copies of any documentation we may reasonably request and
 - B.1.4. satisfactory evidence that you meet the current English language requirement specified by us on the Website
- B.2. failing which the Offer will be deemed withdrawn, unless we in our absolute discretion agree to grant an extension of time. We will notify you in writing of our decision to withdraw the Offer or grant an extension.

C. Enrolment and issue of a CAS

- C.1. If you are an International Student, When a binding agreement has formed between us (as described in clause 1.13, we will assign you a CAS to enable you to apply for UK entry clearance/leave to remain as a student. The UKVI grants student visa applications in its sole discretion and we do not accept any responsibility for the success or failure of any student visa application unless such failure is as a direct result of any error by us.

D. Visa Application

- D.1. If you are an International Student:
 - D.1.1. you agree to keep us updated on the progress of your visa application and, if applying from within the UK, send us a receipt of posting as confirmation that you have made your visa application;
 - D.1.2. immediately upon notification from the UKVI, you agree to let us know the outcome of your visa application, irrespective of whether the application is granted or refused;
 - D.1.3. if your visa application is granted in-country (i.e. within the UK), the UKVI will issue a biometric ID card. If your visa is granted out-of-country your passport will be endorsed with a 30-day entry clearance vignette (if the Course is longer than 6 months) or entry

clearance (if the length of the Course is 6 months or less). Within 10 days of arrival, if you have been issued a 30-day vignette, you will have to collect your biometrics ID card from the Post Office that you selected. You must send us copies of all documents you receive from the UKVI, including (without limitation) the biometric ID card, immediately upon receipt. Failure to do so may result in us, withdrawing your place on the Course or dismissing you from the Course and terminating the agreement between us;

- D.1.4. if your visa application is refused, you must provide us with a copy of your refusal of entry clearance/leave to remain notification immediately upon receipt;
- D.1.5. if, following a visa application refusal, you still wish to study on a Full Time Course, you must reapply for a CAS by notifying us within seven days of the refusal and provide us with documentation to demonstrate that you have addressed the reason for the refusal. Upon receipt of the above items listed in (i) and (ii) of this clause, we will decide whether it is appropriate to issue you with a new CAS. Our decision will be based on the reason for the visa refusal, our assessment of the risk of another refusal and any other reason that we, in our absolute discretion, deem appropriate. If we decide to assign you with a new CAS, the provisions of paragraphs D(i) to D(vi) of this Appendix will apply in relation to your new application for UK entry clearance/further leave to remain as a student as they did to your original application (with any necessary changes made). If we decide not to issue you with a new CAS we will refund any Fees paid to us less the administration fee of £300. If your second visa application is refused Ballet West will not assign any further CAS to you; and
- D.1.6. if, following a visa application refusal, you do not wish to reapply for a student visa, or you fail to notify us that you wish to reapply within the time limit specified in paragraph D(v) of this Appendix (above), we will refund any Fees paid to us less an administration fee of £300 and the agreement between us will terminate automatically.

E. Absences

- E.1. This clause applies to International Students only: if you are an International Student and your level of attendance for your timetabled engagements falls below the required level (as specified in the Student Handbook) we may terminate our agreement, Expel you from the Course, withdraw your sponsorship and notify the UKVI.

F. Visa Compliance:

- F.1. You confirm that you enter into this agreement for the purposes of undertaking and completing your Course and not for any other purpose, including without limitation to seek employment or healthcare during the period of the Course.
- F.2. You must adhere to all rules, regulations and requirements as stipulated by the UKVI and by us regarding student visas. The UKVI rules, regulations and requirements are available to read at www.gov.uk/tier-4-general-visa.
- F.3. If your visa application is refused, then any Fees paid will be refunded in accordance with clause 3.23.
- F.4. In the event of termination of our agreement for any reason, you will not proceed with any visa application on the basis of your application to us. We will withdraw any CAS if not used. If you have already used your CAS to make a visa application, you will need to contact the

UKVI to withdraw your visa application, failing which your visa application will be refused. If your visa has already been approved by the UKVI, your visa will be curtailed accordingly.

- F.5. You must complete your Course within the timeframe specified in your CAS, failing which we may dismiss you from the Course and terminate our agreement immediately on written notice. If you are unable to complete the Course due to illness or for any other exceptional reason, we will try to accommodate you on a later Course. In the event of such deferral, we may need to withdraw our sponsorship (to comply with our UKVI requirements), and require you to reapply for your Course from your home country.
- F.6. On Induction you must provide us with the following information:
 - F.6.1. your current original passport containing your UK immigration status document and original biometric residence permit (if applicable), to enable us to take a photocopy/electronic copy of the relevant page; and
 - F.6.2. any original documents relied on in support of your application.
- F.7. On Induction and at all times during your studies on the Course you must provide us with:
 - F.7.1. your up-to-date contact details, including your UK residential address, telephone number (landline and mobile), email address and contact details of your next of kin;
 - F.7.2. prior notification of any intended absence from your Course for any period together with the reason for such absence and any supporting evidence in accordance with our attendance and punctuality requirements set out in the Student Handbook;
 - F.7.3. prior notification of any intended withdrawal from the Course, with supporting evidence of re-enrolment with a different sponsor, change of immigration category or re-entry into your home country, to be provided as soon as it becomes available; and
 - F.7.4. any other information or details of any change in circumstances which could affect your immigration and visa status.
- F.8. We are required to provide certain information about you to the UKVI if you do not comply with UKVI requirements, for example (without limitation) where:
 - F.8.1. you fail to complete Enrolment or report to Ballet West at Induction;
 - F.8.2. you miss 10 consecutive expected contact points;
 - F.8.3. you successfully complete your Course in a shorter period than originally planned;
 - F.8.4. you cancel or we dismiss you from the Course for any reason; or
 - F.8.5. for any other reason at the UKVI's reasonable request.
- F.9. We are entitled to withdraw visa support from you, and we may terminate our agreement immediately on written notice at any time for any of the following:
 - F.9.1. non-payment of all or part of the Fees;
 - F.9.2. failure to meet the ongoing attendance requirements as set out in the Student Handbook;
 - F.9.3. failure or late commencement of study and/or late Induction or failure to report to us at Induction; or
 - F.9.4. any other failure (past or present) to meet visa regulations and/ or UKVI requirements and/or failure to demonstrate (in our reasonable opinion) satisfactory academic progression. We will, where we consider it appropriate, give you reasonable warning.
- F.10. We reserve the right to inform the appropriate authorities (including, without limitation, the UKVI) where:
 - F.10.1. you have been removed from studying with us for any of the reasons described in paragraph F.9 of this Appendix (above);

- F.10.2. you are failing to meet ongoing attendance requirements as set out in the Student Handbook;
- F.10.3. you are (in our reasonable opinion) failing to make satisfactory academic progress;
or
- F.10.4. you have committed any breach of these Terms.
- F.11. Before you complete your Course, you must:
 - F.11.1. inform us in writing as to whether you are leaving the UK (either to return to your home country or otherwise) or remaining in the UK and, if remaining, on what basis (for example, without limitation) as a student undertaking a further Course of study);
and
 - F.11.2. provide us with supporting documentation as evidence of your plans (for example, without limitation, a copy of your return air flight ticket or an enrolment offer).

G. Course Transfers

- G.1. For International Students, we will report all Course transfers to the UKVI. If your visa does not cover the period required to complete the new Course, you will need to apply for a new visa. Due to UKVI policies, you will have to return to your home country and apply for fresh entry clearance (providing you meet the UKVI criteria) for further leave to remain. We will issue and assign to you a further CAS to enable you to make your "entry clearance" application. If your new Course is shorter than the Course for which you were originally issued a visa, your new Course end date will be notified to the UKVI immediately and your leave will be curtailed accordingly.

Course Deferrals

- G.2. For International Students, a deferral will result in us withdrawing sponsorship and your leave being curtailed. When you are ready to recommence your studies, you will need to reapply for a CAS. If you comply with these Terms and the UKVI regulations and any further requirements we may stipulate (including, without limitation, payment), we may issue you a further CAS. If you are in the UK when sponsorship is withdrawn, you will have to leave the UK, switch into another visa category or change sponsor.

New visa applications/ issue of CAS

- G.3. This clause applies to International Students only: If (a) your visa is due to expire before you complete your Course and you need to apply for a new visa for further leave to remain to complete your studies; or (b) you require a further CAS to study on your Course, we will issue and assign to you a CAS to enable you to do so, provided that:
 - G.3.1. in our reasonable opinion, you are making satisfactory progress in your studies;
 - G.3.2. you have complied with all rules, regulations, and requirements as stipulated by the UKVI and by us regarding student visas;
 - G.3.3. you do not owe us any Fees;
 - G.3.4. we have no grounds to believe that your visa application could be refused; and
 - G.3.5. if requested by the UKVI, you attend a visa appointment.
- G.4. Please note that in accordance with current UKVI regulations you will not be able to extend your visa within the UK. You will have to return to your home country and apply for fresh entry clearance (providing you meet the UKVI criteria) for further leave to remain.

G.5. This clause applies to International Students only: If your application for a new entry clearance visa for further leave to remain is refused, we will:

G.5.1. not issue a further CAS;

G.5.2. dismiss you from the Course; and

G.5.3. this agreement will terminate automatically.