

Short Courses Terms & Conditions

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By submitting an application to the Guildhall School of Music & Drama, you agree to the following terms and conditions:

1. About Us and How to Contact Us

- 1.1. Guildhall Short Courses are delivered by the Guildhall School of Music & Drama, Silk Street, Barbican, London EC2Y 8DT. The Guildhall School of Music & Drama is part of the City of London Corporation.
- 1.2. The office hours for Guildhall Short Courses are 9.30am-5pm (GMT/BST) Monday to Friday except Bank Holidays.
- 1.3. You can contact Guildhall Short Courses as follows:
Email: shortcourses@gsm.d.ac.uk
Telephone: 10am-4pm (GMT/BST), Monday to Friday, except bank holidays: +44 (0)20 7382 2310 / +44 (0)20 7614 9850
Post: Short Courses, Guildhall School of Music & Drama, Silk Street, Barbican, London EC2Y 8DT

2. Participant Requirements

- 2.1. Participants should take note of any specified minimum requirements before booking a course or accepting an offer, these may include minimum age, English language ability, experience, physical stamina, course materials or instrument specialism. Please be aware that if you book onto a course without being able to meet the minimum requirements we will not be able to honour your booking.
- 2.2. Participants are responsible for ensuring they have the right equipment and materials as stated in the course information.
- 2.3. Participants are responsible for ensuring that they have the correct immigration status or visa to study in the UK (not applicable for online short courses).

3. Bookings

- 3.1. Your booking enters you into a binding contract with us. We are free to accept or decline your booking at our discretion.
- 3.2. At the point of our confirmation, a contract will come into existence between you and Guildhall School. The contract will continue until the completion of the course, unless it is cancelled earlier in accordance with the cancellation terms.

4. Fees and Payment

- 4.1. The fees payable are published on the website.
- 4.2. Fees are listed and payable in GBP. If you are paying in a different currency, you are responsible for any additional transaction fees associated with an international payment.
- 4.3. In most cases payment in full is made at the time of booking.
- 4.4. For any courses where payment is required in instalments, payment deadlines must be met in accordance with the published dates. For specific course deadlines please refer to the individual course pages on the website.
- 4.5. Guildhall School does not offer credit agreements. Therefore all payment plans must be made ahead of course activities and payment must be made in full before the first day of the course.
- 4.6. Guildhall School reserves the right to withdraw the offer of a place if any outstanding course fees are not paid by the designated deadline.
- 4.7. From time to time Guildhall School may offer promotional offers or discounts on short courses.
 - 4.7.1. Only one discount may be claimed per student, per booking.
 - 4.7.2. Discounts may be withdrawn at any time.

- 4.7.3. Discounts must be used at the time of booking and will not be applied retrospectively.
- 4.8. Participation Bursaries (as part of our Access and Participation Plan) are available on selected Guildhall Short Courses to those who meet the eligibility criteria. Further information can be found on the [Participation Bursaries webpage](#).

5. Accuracy of Booking Data

- 5.1. By submitting your booking, you confirm that all information provided to Guildhall School is correct. Guildhall School reserves the right to review any booking if any information provided is found to be incorrect.

6. Minimum Age Requirement

- 6.1. You understand that Guildhall School cannot accept your booking or application if you are aged under 18, **unless** the course is specifically advertised as being for persons under the age of 18.
- 6.2. If the course is advertised as being for persons under the age of 18 and a booking or application is submitted for the course, you acknowledge and accept that at the point you receive the confirmation, a contract will exist between your parents and/or guardians (on your behalf) and Guildhall School. You understand and accept that this only applies if you are under the age of 18 and successfully submit a booking or an application for a course advertised as being for persons under the age of 18.
- 6.3. By submitting your application for any course not advertised as being for persons under the age of 18, you accept that you warrant to Guildhall School that you are aged 18 or over. You accept that if this warranty turns out to be incorrect, the Short Courses Team will be entitled to cancel the contract on written notice to you.
- 6.4. If you are accepted onto a course that is specifically advertised as being for persons under the age of 18, you accept that any reference in these terms to your liability will also mean the liability of your parents and/or guardians and such liability is joint and several which means that Guildhall School can recover any losses, overdue fees or any other costs that it is entitled to recover under these terms from you or your parents and/or guardians.

7. Cancellation and Refund Policy

- 7.1. Under the Consumer Rights Act 2015, you have a right to cancel your contract with us within 14 days of your (first) payment (known as a cooling-off period). If you wish to cancel your booking and request a refund, please send an email to shortcourses@gsmd.ac.uk within 14 calendar days of the date of your (first) payment.
 - 7.1.1. If the course begins during the 14-day cooling-off period, you will be liable for the course fees for any part of the course that takes place until we receive your written confirmation of cancellation.
- 7.2. **After the 14-day cooling-off period expires (up until 14 calendar days before the start of a course), the following policies apply:**
 - 7.2.1. If written notification of cancellation by email to shortcourses@gsmd.ac.uk is received no later than 14 calendar days before the start of the course, the course fees paid to date will be refunded, minus a 25% administration fee.
 - 7.2.2. A full refund will be issued if a medical certificate or sufficient extenuating circumstances are provided. Extenuating circumstances will be at the discretion of the Short Courses Team.
- 7.3. **Within 14 calendar days of the start of the course the following policies apply:**
 - 7.3.1. If you cancel your place within 14 calendar days of the start of the course you must notify the School by email to shortcourses@gsmd.ac.uk. You will not be eligible for a refund.

- 7.3.2. Consideration of transferring funds to another course is at the discretion of the Short Courses Team.
- 7.3.3. For international students, requests for refunds as a consequence of failure to obtain a visa for study must be supported by evidence.
- 7.3.4. If you withdraw from a course for medical reasons, a partial refund may be issued if a medical certificate or sufficient extenuating circumstances are provided. Extenuating circumstances will be at the discretion of the Short Courses Team.
- 7.3.5. If this falls within your 14-day cooling-off period please refer to 7.1.1.
- 7.4. If you have booked residential accommodation at Sundial Court as part of your short course attendance, the fees paid for the Sundial Court accommodation will be reimbursed according to our cancellation and refund policy.
- 7.5. We will not refund any travel or external accommodation you have purchased to attend a Guildhall Short Course. We strongly advise you to purchase the appropriate insurance cover for any travel or accommodation booked prior to the course commencing. Travel/external accommodation costs will not be reimbursed, regardless of whether you cancel your contract, or we cancel the course.
- 7.6. **Once the course has started:**
 - 7.6.1. In the event that you have to leave a course while the course has started due to illness (a medical certificate will be needed), the Short Courses Team reserves the right to decide on the course fee amount that should be returned. This will be determined based on the number of days missed and if you can provide a medical certificate (or a positive COVID-19 test result in the case of COVID-19).
 - 7.6.2. Refunds are not available should you have a change in circumstances that makes continued attendance at the course difficult, or if you simply change your mind.
 - 7.6.3. Non-attendance at classes due to reasons other than Guildhall School's default does not entitle you to refunds, extra tuition or a transfer.
 - 7.6.4. We will not refund any travel or external accommodation you have purchased to attend a Guildhall Short Course. We strongly advise you to purchase the appropriate insurance cover for any travel or accommodation booked prior to the course commencing. Travel/external accommodation costs will not be reimbursed, regardless of whether you cancel your contract, or we cancel the course.
- 7.7. **Where a refund is due:**
 - 7.7.1. We will process the refund according to the method of payment used to make the booking. If you request a refund more than six months after your booking, you will be required to send us your bank details. Under the GDPR, we cannot store this information for longer than six months.
 - 7.7.2. Refunds will be paid in GBP. We are not responsible for any losses you suffer as a result of currency fluctuations.
 - 7.7.3. Please allow 15 working days for a refund to reach your account.

8. Cancellation and Changes to Courses by Guildhall School

- 8.1. Where possible we endeavour to run all our courses as advertised. However, Guildhall School reserves the right to reschedule or cancel a course within 7 days of its start date. We reserve the right to reschedule or cancel courses. Reasons for this may include, but may not be restricted to, low enrolment numbers, weather warnings and tutor/lecturer availability.
- 8.2. Should a course be unable to run we may cancel our contract, and we will endeavour to inform you no less than 7 calendar days before the course starts, in which case you can either:
- 8.3. Transfer onto an alternative course, subject to availability (and receive a partial refund of the course fees if the fees for the alternative course are less than the course fees you

originally paid or be charged for the difference between the course fees if the alternative course is more expensive); or

- 8.4. Cancel the contract and receive a full refund of any course and Sundial Court fees paid.
- 8.5. In the event of cancellation, Guildhall School is not responsible for any additional costs you may have incurred, including costs for travel or external accommodation.
- 8.6. Refunds will be paid in GBP. We are not responsible for any losses you suffer as a result of currency fluctuations.
- 8.7. In the case of package bookings where only one of the two courses is cancelled, we will reimburse the difference between the full price of the course running and the package booking price.
- 8.8. We will endeavour to deliver the courses as publicised. However, we reserve the right to make changes to the course as follows:
 - 8.8.1. Publicised course tutors, artists and guest speakers (web and print form) may be subject to change.
 - 8.8.2. The timetable for the delivery of the course may be subject to change.
 - 8.8.3. Dates and locations for delivery of the course may be subject to change.
 - 8.8.4. We may make changes to the course which are necessary to ensure it complies with any applicable laws or requirements.
 - 8.8.5. In the event of any changes to the course, we will endeavour to give as much notice as possible.
- 8.9. In the event we are unable to run a session as part of a course, we will make every reasonable effort to either reschedule the session or extend the remaining sessions to cover the missing hours.

9. Late Applications

- 9.1. You accept that if you submit your booking or application within two working days of the course commencing, the Short Courses Team will not be able to guarantee that the confirmation will reach you before the course starts. You understand and accept that in these circumstances, you may not receive course specific details prior to the course commencing and the Short Courses Team will use reasonable endeavours to provide you with confirmation by phone or email and to provide you with the course specific details as soon as possible.
- 9.2. You accept that if you submit your application within two working days of a course commencing and your booking or application is accepted, if you do not receive a response from the Short Courses Team setting out your joining instructions and login details for the course within 24 hours; it is your responsibility to contact the Short Courses Team and check the status of your booking or application.

10. Events outside Our Control

- 10.1. Guildhall School shall not be responsible for any failure to perform or delay in performing our obligations under the contract that is due to an event outside our control. If an event outside our control takes place which affects our obligations under the contract then:
 - 10.2. We will contact you as soon as reasonably possible to notify you.
 - 10.3. Our obligations under the contract will be suspended for the duration of the event outside our control.
 - 10.4. We will restart the services as soon as possible when the event outside our control is over and it is safe and appropriate to do so.

11. Our Right to End the Contract

- 11.1. We may end the contract if:

- 11.2. You do not make payment to us within your agreed payment plan schedule or in accordance with published payment deadlines.
- 11.3. You do not have a satisfactory visa or do not maintain an immigration status that entitles you to undertake the course.
- 11.4. You have a high number of absences and the tutor feels this is affecting your learning and affecting the learning of others.
- 11.5. There is a serious breach of the Participant Code of Conduct or the Residential Code of Conduct – See Appendix 1 and Appendix 2 for further details.
- 11.6. If we end the contract due to any of the reasons outlined above, you will not be entitled to a refund.

12. Non-attendance

- 12.1 Non-attendance at classes due to reasons other than our default does not entitle participants to refunds, extra tuition or a transfer.

13. Registration

- 13.1 You must register at the start of the course. Further course information including registration information will be sent to you prior to the start of the course. If you have any enquiries please email shortcourses@gsm.d.ac.uk.
- 13.2 If you fail to complete the registration process including supplying valid identification (passport/birth certificate/driving licence) and other required documentation (completed under 18 residential/non-residential code of conduct and parental release form), your contract will be terminated and no refund will be issued.

14. Code of Conduct

- 14.1. Please refer to the Participant Code of Conduct (Appendix 1).
- 14.2. The School expects all participants to conduct themselves at all times in an orderly manner, respecting the rights, privacy and property of others. Due to the content of the work undertaken, which may include age appropriate themes and material, participants will be required to demonstrate high levels of maturity whilst participating in their chosen course. The School reserves the right to remove any participant from a course with immediate effect, if they are found to be in breach of this Code of Conduct, or their behaviour is such that it results in property damage, endangering others or self or impedes the progress of other participants. Participants will be held financially responsible for any damages.
- 14.3. Residential Participants
- 14.3.1 Please refer to the Sundial Court Code of Conduct (Appendix 2).
- 14.3.2. Residential participants under the age of 18 will be sent an additional code of conduct including consent forms that need to be signed and returned by participants' legal guardians prior to their check-in to Sundial Court.

15. Safeguarding

- 15.1. Guildhall School is committed to Safeguarding, you can read our [Safeguarding Policy](#) to find out more.

16. Your obligations

- 16.1. Maintain and evidence your immigration status that entitles you to undertake the course;
- 16.2. Attend classes for the course regularly and on time. Inform the Short Courses Team if you are going to be late or miss classes;
- 16.3. Must have [sufficient English language skills](#) to cope with course demands;

- 16.4. Refrain from using any audio or visual recording equipment during classes or practical sessions;
- 16.5. Comply with Guildhall School's Health and Safety rules as notified to you, including by wearing suitable clothing and footwear for practical classes;
- 16.6. Conduct yourself in a professional and courteous manner and refrain from causing offence or nuisance to Guildhall School, its staff or other participants;
- 16.7. Provide the equipment and materials that Guildhall School advise you to use on the website or in the course information required for the course;
- 16.8. Only use any facilities and equipment provided by Guildhall School during the stated hours for the delivery of the Course; and
- 16.9. Not provide access to, or share login details or content of the courses with any third parties.

17. Assessment and Credit

- 17.1 All short courses are non-accredited.
- 17.2 You will receive a digital certificate of completion issued in the name specified in your booking form at the end of the course if you have attended at least 80% of the sessions on the course.
- 17.3 For online courses, non-attendance of any classes of the course cannot be substituted by viewing archives.
- 17.4 Certificates of attendance will be issued digitally. You accept that if you require a certificate to be posted, you will be required to provide a stamped addressed envelope.
- 17.5 For short courses in person or online, Guildhall School will only issue certificates of attendance and not certificates of attainment of a particular grade, qualification or standard. Should you wish to use your participation on this course as credit for a University or College course you are undertaking, this would be a matter for you to agree with your current institution.
- 17.6 Unfortunately, we are unable to offer assessments but can provide confirmation of attendance.

18. Access Needs

- 18.1. If you have any access needs that require reasonable adjustments, please [contact us](#) to discuss your requirements before booking your place on a short course. Please note that not all spaces are accessible and reasonable adjustments will be made when possible.
- 18.2. Please note that the details you disclose will be passed on to the course tutor(s) and short courses assistants or chaperone team to ensure that we can accommodate your needs.

19. Online Short Courses

- 19.1. In order to undertake an Online Short Course with Guildhall, you should be able to write and edit documents, send and receive email, find your way around online, download files and use online forums. You should also be aware of the essentials of computer security to keep your data and personal information safe. We will send out instructions on how to use any platform required to take part in the course.
- 19.2. Guildhall School are not responsible for any technical problems you encounter due to your personal equipment or user error. We are unable to provide technical or content support other than that highlighted in the course information.
- 19.3. We will endeavour to ensure that online resources are accessible at all times throughout your online short course. However, we cannot guarantee uninterrupted availability, and may suspend access for the purpose of maintenance, upgrades or emergency repairs.
- 19.4. Participants agree that they will not record, reproduce, download, modify, re-publish, sub-license, sell, share, broadcast, transmit, make available, disseminate or distribute in any

way any of the content provided as a part of their Online Short Course. Any redistribution or reproduction of part or all of the contents of the courses in any form is prohibited.

- 19.5. Participants may download and use Online Short Course materials where available, for their own personal, non-commercial use only.
- 19.6. When uploading material, participants must ensure that they are entitled to upload this material and that this does not infringe any rights or copyright law.
- 19.7. Participants will not upload or share with other students or tutors any material which is unlawful or unsuitable according to societal norms in the United Kingdom or our policies. This includes uploading of material that is false, obscene, sexist, racist, homophobic, defamatory, illegal, abusive, threatening, extremist, destructive (like malware, viruses, bugs, etc.) or otherwise discriminatory, offensive, disruptive or objectionable to others.
- 19.8. Participants agree that we shall be under no obligation to monitor, screen or censor any of the content that they or any third party upload to the online platforms used for the short course. To the fullest extent permitted by law, we accept no responsibility for any such content.
- 19.9. We reserve the right to suspend access to the VLE or remove any material you upload or share with other students or tutors in breach of these Terms.
- 19.10. The Online Short Course materials may contain links or embedded links to third party content and websites. These links are provided for your reference only and we do not endorse the content or the operations associated with them. We have no control over such content and cannot accept any liability for such third party content. You should be aware that accessing such content will be subject to third party terms of use and privacy policies.
- 19.11. Online courses consist of live sessions and are not recorded. Recordings of sessions may be arranged for reference purposes only but this is at the discretion of the Open Programmes Team and the tutor(s).

20. Health and Safety

- 20.1 Some of our courses are physically and mentally rigorous and require high levels of stamina. Please refer to the designated pages on the School's website for course-specific health and safety information.
- 20.2 Guildhall School fully recognises and accepts its responsibilities with regards to health and safety. However, it is also incumbent on all participants to be mindful of their own health and safety and the health and safety of others, and understand that they should not, either through action or inaction, put themselves or others at risk. Participants should follow all instructions from staff and observe all signage.

21. Insurance

- 21.1 The School has public liability insurance. It is recommended that participants take out insurance cover, including cover for theft and the loss of fees in the event of illness or accident.

22. Non-residential Participants under 18 (if applicable)

- 22.1. Please note that the School does not provide supervision of participants under the age of 18 when they are not attending a timetabled activity. Supervising staff will be on site for the duration of the course. When possible parents/guardians are welcome to remain on the premises during breaks though please note that they will not be permitted to sit in on classes.

23. Complaints

- 23.1. If you have any complaints about the services, you should raise this by contacting the [Short Courses Team](#).

24. Use of Data

- 24.1. You agree to Guildhall School of Music & Drama processing personal data contained in your booking form, or other data which the School may obtain from you or other people, for purposes connected with your studies, health and safety or for any other legitimate reason. For more information please refer to the [Innovation & Research Events Privacy Notice PNEK18.1](#) and the [Innovation & Research Events Record Retention RREK18.1](#).
- 24.2. The Guildhall School of Music & Drama is committed to upholding your privacy and taking care with the personal information that you may give us. From 25 May 2018, we process your personal data in accordance with the General Data Protection Regulations (or GDPR for short). Guildhall School will process personal data contained in this form or otherwise supplied by yourself or other people, for purposes connected with your studies, your health and safety, or for any other legitimate reason connected to your studies. Any information supplied by a participant that is found to be false or misrepresented may lead to expulsion from the School.

25. Photographic and Video Consent

- 25.1. We use and retain photographs and videos of participants of all ages from our courses for promotional purposes. By giving us your consent in the course application form, you agree to let us use photograph(s) and video(s) of yours and/or your child's participation in the course, for publicity for the School and/or the City of London.
- 25.2. Photographs and video taken during courses, events, rehearsals, productions and concerts may be used by the School for publicity purposes. All photographs, video and audio remain the property of the Guildhall School of Music & Drama.
- 25.2. Any personal photographs or video recordings you take during your course are strictly for private use and must not, under any circumstances, be posted on the internet or be used publicly in any way.
- 25.3. Online sessions may be recorded for reference purposes only and will not be shared outside of your course.
- 25.4. Guildhall School follows national guidance for the use of images of children and young people. Guildhall takes all steps to ensure these images are used solely for the purposes for which they are intended, which is the promotion and celebration of the activity of our participants. If you become aware that these images are being used inappropriately, you should [inform us](#) immediately.

Appendix 1: Participant Code of Conduct

It is essential that all participants are safe and behave in line with the School's expectations as can be found in the Code of Conduct below. Guildhall School of Music & Drama cannot assume parental responsibility for a participant under the age of 18. Participants and their families should bear in mind that the School is an adult environment. We expect responsible, reasonable and sensible conduct from all our participants. Whilst the School recognises its special duty of care to participants who are under 18, it will expect such participants to act responsibly and appropriately.

Introduction

The School's jurisdiction under this Code is not limited to its own premises. The Code includes misconduct occurring in any place to which a participant is guaranteed access by virtue of their status as a participant. This would therefore include external trips, outside performances and recitals, classes taking place in external venues etc.

26. General Conduct

- 26.1. The School expects participants to conduct themselves at all times in an orderly manner, respecting the rights, privacy and property of others.
- 26.2. No participant shall engage in conduct which amounts to the improper interference, in the broadest sense with the proper functioning of the School, those who work or study within it, or its reputation. Such interference will be regarded as misconduct; examples of the types of behaviour that will be construed as misconduct are given in Appendix A. (The list is not intended to be exhaustive.)
- 26.3. Specific regulations exist with respect to accommodation, use of computing, Library, and other School facilities and equipment. Participants are required to observe these regulations. In some circumstances failure in such observance may also result in the matter being pursued under this Code at which point this Code takes precedence.

27. Contact details

- 27.1. It is the responsibility of participants to keep the School informed of their current home and addresses, emails, and phone number at all times while they are undertaking a short course at the School.

28. Facilities and Environment

- 28.1. Each participant is expected to show respect for the environment by helping to ensure that the School premises are not damaged or disfigured by litter, unnecessary noise or other pollutants.
- 28.2. Animals are not permitted on School premises, except for guide dogs for disabled participants and authorised visitors, or if required in a performance.
- 28.3. Furniture, equipment and other property owned or leased by the School must not be removed from the building without proper authority. Anything moved in contravention of this regulation may be recovered without notice by authorised staff. Those responsible may be liable for recovery costs.
- 28.4. No participant shall wilfully damage or deface, or wrongfully treat as their own, any property owned or leased by the School. A participant will be required to make good in whole or in part, to the satisfaction of the School, any damage of this kind that they cause, in addition to any other penalty imposed.

- 28.5. No participant shall wilfully damage, or wrongfully treat as their own, the property of any other person on School premises. The School accepts no responsibility for private property lost or damaged on School premises.
- 28.6. Members of School staff have authority to check breaches of the rules of discipline. If a member of staff feels it necessary, the member of staff may require a participant, whose conduct is believed to be in breach of this Code, to withdraw from any room or facility affected by the conduct in question. The participant may also be expelled from the course and the Sundial Court Hall of Residence if they are a residential participant.

29. Smoking

- 29.1. Smoking creates a health and safety hazard. Guildhall School buildings are non-smoking and candles or any other similar burning or smoldering materials are forbidden. The policy also extends to all courtyards in Sundial Court. Electronic cigarettes may be used in the designated smoking area of the courtyard in Sundial Court and on the Lakeside but not in internal communal areas in the School.
- 29.2. Smoking in the School's buildings is a serious offence and disciplinary action will be taken if a participant is found to be in breach of this code.

30. Drugs

- 30.1. Drugs are not tolerated anywhere in any part of any buildings. More information can be found on the Government's website: <https://www.gov.uk/penalties-drug-possession-dealing>.
- 30.2. Participants are not allowed to use any of the premises to be used for any illegal or immoral purposes including the possession, supply and the misuse of drugs covered by the Misuse of Drugs Act 1971 or any statutory modification or re-enactment thereof.
- 30.3. Participants are not allowed to bring, or keep on site any drug associated paraphernalia. Anyone found with illegal substances will be immediately reported to the police and given notice to leave their course immediately and the accommodation, and no refund will be given.

31. Alcohol

- 31.1. It is strictly prohibited for anyone aged 18 or over to buy, give to or share alcohol with under 18 participants. Any participant over the age of 18 found to be or suspected of supplying under 18s with alcohol will be immediately excluded from their course and the accommodation, no refund will be issued.
- 31.2. It is strictly prohibited for participants under 18 to buy, consume or be sold alcohol.
- 31.3. Any participant under the age of 18 found with alcohol will be immediately excluded from their course and Sundial if they are a residential participant, no refund will be issued and the participant's parents/guardians will have to make arrangements to collect the participant.
- 31.4. Any participant over the age of 18 found to be or suspected of supplying under 18s with alcohol will be fined and will be immediately excluded from their course and Sundial if they are a residential participant, no refund will be issued.

32. Misconduct, Bullying and Harassment

- 32.1. All participants are expected to act within the law, for example with regard to offences against persons or property, or possession of illegal substances.
- 32.2. At Guildhall School we are committed to providing a safe environment for all our participants so that they can learn in a relaxed and secure environment. Bullying of any kind is unacceptable and will not be tolerated.

- 32.3. Any form of harassment or bullying online or in person, including the racial, sexual or religious harassment of any participant, member of staff or other employee of the School, or any visitor to the School will result in disciplinary action.
- 32.4. Participants bringing any mobile devices with internet access should respect other participants right to privacy. Any misuse such as internet bullying of other participants and/or viewing/sharing inappropriate content will result in disciplinary action being taken.
- 32.5. Improper interference, in the broadest sense, with the proper functioning or activities of the School, or with those who work or study in the School; or action which otherwise damages the School, or action that deviates from accepted institutional, professional, academic or ethical standards, will be regarded as misconduct and an infringement of these regulations.
- 32.6. Where alleged misconduct could also constitute an offence under the criminal law special provisions will apply and the School's own disciplinary investigations or proceedings may be delayed until such time as the police and/or courts have completed their investigations and proceedings. However, the School reserves the right to proceed with a disciplinary case where it feels it has sufficient information to do so without waiting for the completion of the police investigation.
- 32.7. Any complaint about the conduct of a participant whether made by a member of staff or by a member of the public, or by one participant about another, shall be considered in the light of the rules laid down in this Code. However, allegations from parents, relatives or friends, on behalf of a participant who chooses not to make an allegation themselves, cannot be pursued under this Code (except where the participant concerned is a minor).
- 32.8. The following exemplifies the behaviour and conduct which would constitute a breach of the Short Courses Code of Conduct, although not exclusively:
- a) Disruption of the academic, administrative, recreational, social, or other activities of the School.
 - b) Obstruction of the functions, duties or activities of any participant, member of staff or other employee of the School or any authorised visitor to the School.
 - c) Behaviour which restricts the legitimate freedom of speech, ideas, actions, or inquiry of any other participant or member of staff.
 - d) Behaviour which is in breach of School regulations on health and safety, smoking, or eating and drinking on School premises.
 - e) Behaviour which brings the School into disrepute – including antisocial behaviour in and around the Sundial residence.
 - f) Violent, indecent, disorderly, threatening or offensive behaviour or language whilst on School premises or engaged in any School activity.
 - g) Malicious damage to School property which includes inter alia, the hall of residence, School managed property, Students' Union property or the property of any participant, member of staff or visitor.
 - h) Unauthorised access to School information systems or IT networks, or permitting or causing unauthorised access by others.
 - i) Conduct, including the possession or use of drugs or other illegal substance, which constitutes a criminal offence, where that conduct:
 - took place on School or School managed property, or
 - affected or concerned other members of the School community, individuals or groups in related School organisations or partner institutions and organisations, or
 - damages the good name of the School, or
 - poses a danger to other members, or to the good order, of the School community.
 - j) Any breach of the School's Equal Opportunities Policy including sexist, racist or homophobic activity or behaviour.
 - k) Any form of harassment*, including the racial, sexual or religious harassment of any participant, member of staff or other employee of the School or any visitor to the School.

* Harassment

Harassment is unwarranted, unwelcome and uninvited behaviour, which is intimidating, offensive or distressing to the recipient/s. Sexual, racial and/or disability harassment occurs when the harassment is motivated by or related to the sex, race, or disability of the recipient.

Examples of harassing behaviour are:

- Offensive gestures, language, gossip or jokes.
 - Insulting or abusive behaviour or comments.
 - Physical contact, ranging from an invasion of personal space and/or inappropriate touching, to serious assault.
 - Display of sexually aggressive, pornographic, racist or otherwise offensive pictures or other material, or the transmitting of any such messages or images via electronic mail.
 - Intentional isolation or exclusion.
 - Humiliating or demeaning behaviour and/or persistent criticism.
- l) Sexual misconduct, including but is not limited to:
- Attempting to engage, or engaging in, sexual intercourse or other sexual act without consent
 - Sharing the private sexual material of another person without consent
 - Kissing without consent
 - Touching inappropriately through clothes without consent
 - Inappropriately showing sexual organs to another person directly or indirectly (eg through digital means)
 - Making unwanted remarks of a sexual nature.
 - Upskirting (taking a picture under a person's clothes without them knowing with the intention of viewing their genitals or buttocks to obtain sexual gratification or cause victim humiliation)
- m) Behaviour which would be likely to cause fear, distress or offence to others.
- n) Failure to comply with written policies and directions.
- o) Theft, fraud, deceit, deception or dishonesty in relation to the activities/documents of the School or the property of the School or its staff or other participants of the School.
- p) Failure to follow a reasonable instruction from a School officer, including failure to disclose your name and other relevant details in circumstances when it is reasonable to require that such information is given.
- q) Failure to comply with a previously imposed penalty under this Code or other School regulation.

33. Disciplinary action

- 33.1 Any illegal or inappropriate behaviour by participants (under or over the age of 18), or if a participant is in breach of the main Code of Conduct or the Sundial Code of Conduct (when residing in Sundial accommodation) will result in serious and disciplinary action being taken by the Short Courses team.
- 33.2. The Chaperones and Lead Chaperone will report any issues arising in the residential accommodation to the Short Courses team.
- 33.3. Actions can result in the immediate exclusion of participants from the course and the accommodation; no refund will be issued. They may also from be banned from attending further Guildhall School Short Courses.
- 33.4. If the participant is under the age of 18, it is the responsibility of the participant's parents/guardians to make arrangements to collect the participant immediately.

Appendix 2: Sundial Court – Residential Code of Conduct

It is essential that all participants are safe and behave in line with the School's expectations as can be found in the Code of Conduct below. Guildhall School of Music & Drama cannot assume parental responsibility for a participant under the age of 18. Participants and their families should bear in mind that the School is an adult environment. We expect responsible, reasonable and sensible conduct from all our participants. Whilst the School recognises its special duty of care to participants who are under 18, it will expect such participants to act responsibly and appropriately.

34. General

- 34.1. While staying at Sundial Court, no resident shall engage in conduct which brings the Guildhall School of Music & Drama (School) into disrepute.
- 34.2. Sundial Court residents are expected to act within the law, for example with regard to offences against persons or property, or possession of illegal substances.
- 34.3. No Sundial Court residents shall engage in conduct which interferes or attempts to interfere with :
 - the right of any visitor or member of staff to pursue his or her proper functions.
 - the right of any person properly invited onto School premises to carry out the purpose of his or her visit.
 - the right to freedom of speech or lawful assembly within School premises.
- 34.5. Sundial Court residents are expected to show respect for the environment by helping to ensure that School premises are not damaged or disfigured by litter or other pollutants.
- 34.6. Any form of harassment or bullying online or in person, including the racial, sexual or religious harassment of any participant, member of staff or other employee of the School, or any visitor to the School will result in disciplinary action.
- 34.7. Sundial Court residents bringing any mobile devices with internet access should respect other participants right to privacy and need of sleep. Any misuse such as internet bullying of other participants and/or viewing/sharing inappropriate content will result in disciplinary action being taken.
- 34.8. Residents who are aged 18 or over are **not** permitted to enter any flats occupied by under-18s. This also applies to other participants/residents who may be a family member of the resident, in case of emergency they will need to be supervised by a chaperone.
- 34.9. Residents under the age of 18 are **not** permitted to enter any other flats except their own.
- 34.10. Residents under the age of 18 are **not** permitted in the flats or bedrooms of participants aged 18 or over.
- 34.11. There is a security guard stationed in the Sundial Court reception 24/7, if any participant feels in danger or witnesses threatening behaviour, they should talk to the security guard immediately who will be able to assist.

35. Externals/Non-residential

- 35.1 It is forbidden for external guests or non-residential short course participants to have access to the Sundial premises (including common spaces such as the basement and courtyard) and be admitted to the flats and bedrooms of the Sundial Court residents (under-18s or adults).

36. Noise

- 36.1. No Sundial Court residents shall create or cause to be created excessive noise which could cause discomfort, inconvenience or annoyance to others within Sundial Court or the environs thereabout, including occupants of residential premises in the vicinity of Sundial Court.

36.2. Noise is to be kept to a minimum after 10pm.

37. Facilities

- 37.1. As required by the Health and Safety at Work Act 1974, the School aims to take all steps which are reasonably practical to meet its responsibility for providing a safe and healthy workplace for Sundial Court residents and staff. Sundial Court residents, as well as staff, are expected to set an example in safe behaviour and to be vigilant in Health and Safety measures.
- 37.2. In the interest of Health & Safety, participants under the age of 18 are not permitted to use kitchens (unless an exemption on medical grounds has been agreed in advance with the Short Courses team).
- 37.3. All participants under the age of 18 are required to book dinner in Sundial as the use of kitchens is not permitted. They can also be escorted to the nearest stores by a chaperone.
- 37.4. Animals are not permitted on School premises, except for guide dogs for disabled guests and authorised visitors.
- 37.5. No Sundial Court resident shall wilfully damage, or wrongfully treat as their own, any property owned or leased by the School. Sundial Court residents will be required to make good in whole or in part, to the satisfaction of the School, any damage of this kind that they cause, in addition to any other penalty imposed.
- 37.6. No Sundial Court resident shall wilfully damage, or wrongfully treat as their own, the property of any other person on School premises. The School accepts no responsibility for private property lost or damaged on School premises.
- 37.7. Furniture, equipment and other property owned or leased by the School must not be removed from the building without proper authority. Anything moved in contravention of this regulation may be recovered without notice by authorised staff. Those responsible may be liable for recovery costs.
- 37.8. Residents must not use or store any naked flames (including barbeques) or use or keep candles (including unlit candles for decoration) in the bedroom or premises.

38. Smoking

- 38.1. Guildhall School buildings are non-smoking and candles or any other similar burning or smoldering materials are forbidden.
- 38.2. The School has a non-smoking policy, therefore no smoking is allowed in any part of the building.
- 38.3. Any person found smoking on the premises will be fined £100.00 and given notice to vacate Sundial Court and no refund will be given. For the avoidance of doubt, this includes smoking in the courtyards of the premises, in the rooms or out of the windows or balconies of the premises.
- 38.4. E-cigarettes are not permitted.

39. Drugs

- 39.1. Drugs are not tolerated anywhere in any part of any buildings. More information can be found on the Government's website: <https://www.gov.uk/penalties-drug-possession-dealing>.
- 39.2. Sundial Court residents are not allowed to use the bedrooms/flats or any of the Premises or allow any part of the bedroom to be used for any illegal or immoral purposes including the possession, supply and the misuse of drugs covered by the Misuse of Drugs Act 1971 or any statutory modification or re-enactment thereof.

- 39.3. Sundial Court residents are not allowed to bring, or keep on site any drug associated paraphernalia. Anyone found with illegal substances will be immediately reported to the Police and given notice to leave their course immediately and the accommodation, and no refund will be given.

40. Alcohol

- 40.1. It is strictly prohibited for anyone aged 18 or over to buy, give to or share alcohol with under 18 participants. Any Sundial Court resident or non-residential participant over the age of 18 found to be or suspected of supplying under 18s with alcohol will be immediately excluded from their course and the accommodation, no refund will be issued.
- 40.2. It is strictly prohibited for participants under 18 to buy, consume or be sold alcohol.
- 40.3. Any Sundial Court resident or non-residential participant under the age of 18 found with alcohol will be immediately excluded from their course and the accommodation, no refund will be issued and the resident/participant's parents/guardians will have to make arrangements to collect the resident/participant.

41. Participants under the age of 18

- 41.1. The Chaperones and the Lead Chaperone are the first point of contact for residential participants in Sundial during their short course at Guildhall School. The chaperones' main role is to supervise all participants under the age of 18 outside of course activity and they will contact the Lead Chaperone immediately if any problems occur that require attention.
- 41.2. All residents under the age of 18 are lodged in single sex flats and are not permitted to enter any flats except their own. Residents can socialise in common areas such as the basement or the courtyard. This also applies to other participants/residents who may be a family member of the resident, in case of emergency they will need to be supervised by a Chaperone.
- 41.3. All participants under the age of 18 must be on Sundial Court premises by 9pm and will need to **sign in by 9pm** with the Chaperones team in Sundial.
- 41.4. Residents under the age of 16:
- 41.5. Cannot leave the Sundial Court premises outside of course activity and must remain on Sundial Court premises (unless chaperoned evening activities are scheduled or a leave of absence has been approved).
- 41.6. Residents between 16 and 18 years old:
- 41.7. Must be back on Sundial Court premises by 9pm and remain on site from that point on (unless chaperoned evening activities are scheduled or a leave of absence has been approved).
- 41.8. All residents under 18 must be in their own flats by these times according to their age group:
13 and under: by 10pm
Ages 14-15: by 10:30pm
Ages 16-17: by 11pm
- 41.9. In the interest of Health & Safety, participants under the age of 18 are not permitted to use kitchens (unless an exemption on medical grounds has been agreed in advance).
- 41.10. All participants under the age of 18 are required to book dinner in Sundial as the use of kitchens is not permitted. They can also be escorted to the nearest stores by a chaperone.

42. Chaperones

- 42.1 Chaperones will be stationed in the Silk Street and Milton Court reception areas throughout the day in case participants wish to find them during their free time between

classes. In early mornings, evenings and nights: the Chaperones and the Lead Chaperone will be in Sundial Court and will act as the first point of contact for the residents. Details on how to contact them while in Sundial will be communicated to all residents when they check in Sundial.

- 42.2. During evenings and weekends a selection of optional chaperoned activities may be offered. Details will be announced on the first evening of the residents' stay. These activities are optional and may incur an additional fee.

43. Fire Alarm Equipment

43.1. Residents must not abuse the Fire Alarm System or misuse the fire-fighting equipment. Contravention of this requirement is a criminal offence.

43.2. The Landlord reserves the right to report incidents to the relevant authorities. You will be asked to vacate the premises, and no refund will be given.

44. Disciplinary action

44.1. Any illegal or inappropriate behaviour by participants (under or over the age of 18) will result in serious and disciplinary action being taken by the Short Courses team.

44.2. If a participant is in breach of the Participant Code of Conduct or the Sundial Code of Conduct when residing in our Sundial accommodation, disciplinary actions will be taken by the Short Courses Team. The Chaperones and Lead Chaperone will report any issues arising in the residential accommodation to the Open Programmes team.

44.3. Actions can result in the immediate exclusion of participants from the course and the accommodation; no refund will be issued. They may also from be banned from attending further Guildhall School Short Courses.

44.4. If the participant is under the age of 18, it is the responsibility of the participant's parents/guardians to make arrangements to collect the participant immediately.