

Your Student Contract

Guidance

Please read this document carefully as it sets out the terms on which the Guildhall School of Music & Drama (referred to in this document as "the School") will deliver educational services to you as a student of the School.

These terms apply to students from the point you accept an offer to study, or research with the School.

It is very important that you review these terms, and the documents referred to below, before accepting any offer made by the School.

Your Contract with the School consists of the following documents:

- the offer letter that you receive from the School, which identifies your Programme, and includes information about the fees that you will pay, and any other factors relating to your offer (including information about any conditions).
- the terms set out in this document.
- the School's Regulations and Policies, in force for each academic year. These include a number of important rules, regulations and processes applicable to the School's students. It is very important that you read and familiarise yourself with these every year, and comply with them. Full versions of the School's regulations and policies can be found on the School's website on the Policies page, and are also available in hard copy on request from Registry (registry@gsmd.ac.uk). The School's regulations and policies are reviewed and updated annually. Your particular attention is brought to the Key Policies, set out at clause 11 below.

1. Your Programme

- 1.1 We will take all reasonable steps to deliver your Programme to you as set out in the programme and module specification, notwithstanding that:
 - Not all elective modules will be run in every year, including because minimum numbers will apply in respect of the running of electives; and

- The School cannot guarantee the availability of a particular named tutor or Principal Study teacher for the entire duration of your programme.
- 1.2 In certain circumstances we may need to make changes to your Programmes and to the services and facilities we provide to you, including:
- 1.2.1 There may be circumstances beyond the School's reasonable control that would require us to make alterations, including (without limitation): to ensure that the School complies with changes in the law or with a court order; to meet the requirements or guidance issued by a regulatory body (such as the Office for Students or Competition & Markets Authority), or a directive from a UK Government department; to mitigate the effects of disruptive actions by a third party not connected with the School (for example, train or tube strikes, utility supply failures, criminal damage to our facilities or acts of terrorism); and to respond to an extraordinary or unforeseeable event over which the School has no control (for example, a natural disaster, pandemic, civil unrest or damage to facilities caused by an extreme weather event).
- 1.2.2 In the event that circumstances beyond our reasonable control, such as those in 1.2.1 above, cause disruption to the provision of your Programme, we will seek to minimise the effect of the disruption such that you receive a broadly equivalent service.
- 1.2.3 If there are not sufficient enrolments to make a programme viable, the School may be forced to cancel the programme. If you have received an offer for a Programme which the School discontinues prior to your enrolment, we will notify you as soon as possible and will use reasonable endeavours to provide a suitable replacement programme for which you are qualified. If you are unhappy with the replacement programme, or if we are unable to provide a suitable replacement programme, you may terminate this Contract and withdraw from the course without any liability for tuition fees. If you have already paid a deposit, this will be returned in full.
- 1.2.4 Minor amendments to your programme of study and/or module specifications may occur in certain circumstances during the lifetime of a programme which extends for more than one academic year. Minor changes may be made to improve the delivery of programmes as part of the School's process of continuous improvement and enhancement (including in response to student feedback). Minor changes might also be made to allow us to continue delivering programmes, while mitigating the impact of an unexpected event, or of strikes and industrial action. Wherever reasonably possible, such changes will be made

following engagement and consultation with students. In all circumstances where amendments are proposed, we will ensure that we continue to provide a service that is broadly equivalent service to that contained in the programme and module specification for the specified year of study, and will consult with all affected students, as appropriate, before any amendments become effective. If you are unhappy about a minor change, you should raise any questions with your Department in the first instance and refer to the Student Complaints Procedure if it has not been possible to resolve the issue and they wish to consider raising a formal complaint.

- 1.2.5 The School will not make major amendments to a programme of study and/or module specification or assessment criteria for current students in normal circumstances. In exceptional circumstances, where a significant amendment to a programme or module specification or assessment criteria is proposed for current students, outside of the circumstances set out at 1.2.1 above, the School will consult with students as appropriate, including with the Students' Union, before any amendments are approved. Further details about this process can be found in the Academic Regulations.
- 1.3 Amendments approved during the academic year will come into effect on the first day of the next academic year, except in exceptional circumstances.
- 1.4 If you do not wish to accept any changes to your programme, modules or assessment criteria, then you will have the opportunity to withdraw from your course or, where possible, switch to a different course, without penalty and your fees will be considered in accordance with the Tuition Fee Payment, Enrolment & Debt Collection Policy.

2. Expectations of you

- 2.1 You agree to:
- 2.1.1 comply with the Academic Regulations (including the Student Code of Conduct, which sets out our expectations in respect of student behaviour);
- 2.1.2 familiarise yourself with and follow our Policies and Procedures (with particular regard to the Key Policies referenced in clause 11 below);

- 2.1.3 maintain an immigration status that entitles you to undertake the programme of study, and agree to the conditions in the enrolment declaration in the Student Visa handbook;
- 2.1.4 satisfy all reasonable requirements of the programme of study including attendance;
- 2.1.5 read your School email regularly and comply with all reasonable instructions and guidance given by email or other means;
- 2.1.6 comply with the terms of any third-party copyright licenses the School takes out for teaching and learning purposes, details of which can be found on MyGuildhall.

3. Tuition Fees

- 3.1 You must pay your tuition fees and abide by the <u>Tuition Fee Payment</u>, <u>Enrolment & Debt Collection Policy</u> (as amended annually throughout the duration of your programme).
- 3.2 It is your responsibility to provide the School with written evidence of who is paying your fees.
- 3.3 Failure to pay your tuition fees could result in the termination of your student status in accordance with the Tuition Fee Payment, Enrolment & Debt Collection Policy.
- 3.4 Your tuition fees for your first year of study will be listed on the website and explained in your offer letter.
- 3.5 Your tuition fees may go up in subsequent years of study. We will notify you of any increase as soon as reasonably practicable, and in any event not less than four months before the start of the relevant academic year.
- 3.6 For regulated Home undergraduate fees, the School will charge the maximum fee permitted by the UK government for the relevant year. These increases are required to cover the increasing costs of delivering the programmes and will be set at a reasonable level centrally (for example, the increase that the Government made in 2024 was from £9,250 a year, to £9,535).

- 3.7 All other tuition fee levels are set by the School's Board of Governors. Fees for continuing students will be set at least four months in advance and will reflect the inflation rate (using the Retail Prices Index RPI) at the time of approval, as well as any more significant changes in the cost of delivery (e.g. utility costs) where relevant. In order for the School to meet these increasing costs, you should budget for an annual increase of **no more** than 6% or RPI, depending on which is higher.
- 3.8 The tuition fee covers one attempt at an assessment scheduled at the normal assessment time. There will be an additional charge for any resit or deferred assessment for professional reasons. Approved deferrals on medical grounds, or similar, will not result in a charge.
- 3.9 Other costs, e.g. specialist equipment, may also apply and information of the likely costs can be found under other costs on the <u>fees and funding</u> page of the website.
- 3.10 In accordance with the School's <u>Tuition Fee Payment</u>, <u>Enrolment & Debt</u>

 <u>Collection Policy</u>, Students with tuition fee debt from a previous academic year will not be able to re-enrol for the next academic year until the debt is cleared.
- 3.11 Students with a tuition fee debt outstanding at the end of their programme will be managed in accordance with the <u>Tuition Fee Payment</u>, <u>Enrolment & Debt Collection Policy</u> and may not receive any outstanding aspects of the service that the tuition fee covers. For example, provision of a certificate and final transcript, and an invitation to the graduation ceremony.

4. Right to cancel

- 4.1 On acceptance of our offer, you will have a 14 day "right to cancel" period.
- 4.2 If you are studying for a course where a deposit is payable, after your 14 day "right to cancel" period has expired, at least part, and potentially all of your tuition fee deposit will become non-refundable. Whether or not your deposit is refundable, will depend on the costs that have been incurred in processing your acceptance, and whether the School can fill the space.
- 4.3 Following completion of your online enrolment tasks, you will have an additional "right to cancel" period. You may cancel your enrolment with the School, without further tuition fee liability (beyond your deposit if applicable), if you confirm your

withdrawal by submitting an eGo request to withdraw (see below) by no later than the end of week three of the Autumn term (except where a deposit has been paid, in which case it may be retained in accordance with clause 4.2 above).

- 4.4 We may terminate your contract to study with the School if:
- 4.4.1 further to a fair process, it is determined that the offer of admittance was based on false information supplied by you; or
- 4.4.2 your immigration status changes, and you are no longer entitled to study in the UK; or
- 4.4.3 you have breached the terms of this Contract in a material way and this has been determined by a recognised procedure (e.g. <u>Student Code of Conduct & Disciplinary Procedure</u> and <u>Academic Engagement Regulations</u>, by a School Disciplinary Panel, or an academic progress review meeting).

5. Withdrawal

- 5.1 A student wishing to withdraw following enrolment must complete the online form available through the student portal (eGo).
- 5.2 The date of withdrawal will be the date the student submits the form, or the last date of expected attendance where the form is submitted in advance.
- 5.3 The form will not be actioned by the School for one week from submission, in case of a query or change of mind by you.
- 5.4 A student who has expressed their intent to withdraw verbally but does not complete the on-line form, or a student who withdraws without any notification by their unapproved absence from the programme for three consecutive weeks or more shall be deemed a self-withdrawal in accordance with the Academic Regulations. Please refer to the <u>Academic Regulations</u> for details of the procedure that will be followed in these circumstances.
- 5.5 The date of withdrawal from a programme will be determined by the Director of Academic & Student Services and Registrar or Academic Registrar in discussion with the relevant Head of Department and will be based on the date on which the student was last known to have attended and/or submitted for an

- examination/assessment. The School will endeavour to contact the student to confirm that they have been withdrawn.
- 5.6 Fees connected with withdrawal will be managed in accordance with the <u>Tuition</u> Fee Payment, Enrolment & Debt Collection Policy.

6. Interruption / Transfer Programme / Transfer Mode of Attendance

- 6.1 If a student wishes to interrupt, transfer programme (where permitted) or transfer mode of attendance (where permitted), they must request this from the School using the on-line forms available on <u>eGo</u> as soon as possible.
- 6.2 Please see the <u>Tuition Fee Payment</u>, <u>Enrolment & Debt Collection Policy</u> for details of fees due if this is approved. Rejoining a programme after a period of interruption will always be at the start of an academic term.

7. Complaints

7.1 If you have a complaint about any aspect of your studies or the services provided to you by the School, you can raise these informally with a student representative, or use the <u>School's Student Complaints Procedure</u>. Once our internal complaints procedure has been exhausted, you have the right to complain to the Office of the Independent Adjudicator and details will be provided to you in your Completion of Procedures letter, when you have completed the School's procedures.

8. Events outside of the School's control

8.1 The School will not be liable or responsible for a failure to perform, or a delay in performing, any of its obligation under these terms of enrolment that are caused by an event outside of its reasonable control, depending on the circumstances, this may include: a pandemic, an epidemic or a local health emergency necessitating measures to reduce risk of infection or illness; certain acts of industrial action, for example industrial action that is not coordinated by the School's own staff; acts of God; acts of terrorism; government order or law; action by any governmental authority; the unanticipated departure or absence of

key members of School staff; or failure or delay by third party suppliers and subcontractors.

- 8.2 Should an event outside of its control take place, the School will:
- 8.2.1 Contact you as soon as reasonably possible;
- 8.2.2 Suspend only those obligations/services materially affected and keep you informed;
- 8.2.3 Take reasonable steps to mitigate the impact on you; and
- 8.2.4 Restart those obligations/services as soon as reasonably possible.
- 8.3 The School reserves the right to alter the mode of delivery of its teaching, assessment or services in response to an event outside of its control. If the School makes any such changes, it will inform you and will ensure it provides a broadly equivalent service to enable students to complete their programme of study, although the manner and location of delivery may need to change.
- 8.4 Where the School cannot honour its commitment to you to complete your programme of study within a reasonable timeframe (considered to be the standard length of your programme plus 6 months) or where no suitable alternative provision can be found to enable you to complete your programme of study, you may be entitled to reimbursement of certain fees. Please refer to our Student Protection Plan for further information.
- 8.5 Nothing in this document is intended to restrict any legal rights where doing so would be unlawful (e.g., under consumer law).

9. Completion

- 9.1 Once you have completed your degree programme, and until you graduate, we will continue to contact you to ensure that you receive all necessary communications about your results and graduation.
- 9.2 During this period you will be asked if you wish to become a member of our alumni community and we will ask your permission to contact you via post, phone and/or email. This is optional. By keeping in touch, we can update you about life at the School, tell you about alumni benefits and events and celebrate

the successes of fellow graduates. You can change these contact preferences at any time via the Guildhall website.

10. Data Processing

- 10.1 The Guildhall School will process personal data about you for purposes connected with your studies, your health and safety, or for any other legitimate reason connected to the proper functioning of the School in accordance with data protection legislation.
- 10.2 Photographs and video taken during events, rehearsals, productions and concerts may be used by the School for publicity purposes. Music department concerts are recorded and may be used by the School for publicity purposes. All photographs, video and audio remain the property of the Guildhall School of Music & Drama. If you have any questions about your image being used in promotional materials as set out above, please contact marketing@gsmd.ac.uk.
- 10.3 For more information on how the School will use your personal data in accordance with the UK General Data Protection Regulation and Data Protection Act 2018, full details about what data we collect, why we use it, and with whom we may share it is given in the HE privacy notice which is linked to the School's overarching privacy notice. Both can be found at gsmd.ac.uk/privacy
- 10.4 **NSS:** If you are a final year undergraduate student your contact details will be shared during the autumn term with the administrators appointed by the UK government to manage the National Student Survey (NSS). If you do not want your details to be shared, please contact registry@gsmd.ac.uk.
- 10.5 PTES/PRES: If you are a postgraduate taught student, or a postgraduate research student, we will invite you to complete the Postgraduate Taught Experience Survey or the Postgraduate Research Experience Survey, as applicable. Your student contact and programme details and, if you choose to complete a survey, your responses, will be stored by JISC Online Surveys on behalf of the School and shared with Advance HE for the purposes of producing anonymous national benchmarking. If you do not want your details to be shared please contact registry@gsmd.ac.uk.
- 10.6 Marketing: If at any point in the enquiry, application, enrolment process you have opted in to receive marketing information you may opt out by contacting registry@gsmd.ac.uk.

10.7 Students' Union: The Guildhall School Students' Union represents our students and is affiliated with the National Union of Students. When you enrol you are automatically granted membership of the Students' Union unless you opt out. If you want to opt out, please contact registry@gsmd.ac.uk.

11. Key policies

11.1 The School's key policies include but are not limited to:

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- 11.1.2 Academic Regulations (including Student Code of Conduct and
 Disciplinary Procedure, academic appeals, academic engagement,
 Support to train and study, Student Complaints Procedure)
- 11.1.3 Tuition Fee Payment, Enrolment & Debt Collection Policy
- 11.1.4 <u>IT Acceptable Use Policy, and Library Policies</u>
- 11.1.5 Alcohol and Substance Misuse (Student Policy)
- 11.1.6 Staff and Students Relationship Policy
- 11.1.7 <u>Diversity, Equity and Inclusion</u>
- 11.1.8 Safeguarding Policy
- 11.1.9 Health & Safety Policy
- 11.1.10 The Student Protection Plan
- 11.1.11 The Student Charter
- 11.2 All our policies are available from gsmd.ac.uk/policies

12. Liability

- 12.1 Nothing in these terms and conditions shall limit or exclude the School's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
- 12.2 The School will be liable to you for loss or damage you suffer that is a foreseeable result of our breach of its Contract with you or if we fail to carry out our obligations under the Contract to a reasonable standard, but not to the extent that any such failure is attributable to you or a third party that is not within our control.
- 12.3 The School will not be liable for loss or damage which were not foreseeable.

 Losses are foreseeable if they were an obvious consequence of our breach of our

 Contract with you or if they were contemplated by you and us at the time we
 entered into the Contract.
- 12.4 We shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, by any person who is not an employee or authorised representative of the School or by any other third party.

13. Law and Jurisdiction

13.1 The Contract between the School and the student for the delivery of a programme of study and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts to settle any claim or matter arising.

Offer holders sign this contract electronically via <u>eGo</u> when accepting their offer, which creates a personal pdf that is attached to their student record on SITS (the School's student record system).