Guildhall Short Courses Terms and Conditions

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1. Acknowledgements

By submitting an Application or a Booking to Guildhall Short Courses at Guildhall School of Music & Drama, you agree to the following terms and conditions:

I acknowledge that in these Terms, the following expressions will have the following meanings:

"Booking" means your application or booking for a place on the Short Course that is made through submitting your Booking Form and payment; your booking enters you into a binding contract with us to purchase a place on the Course.

"Booking Date" means the date you submit your Booking Form as part of the Booking process;

"Booking Form" means the online Booking Form or Application Form;

"Course" means the short course and mode of study set out on the Website which includes any of the short courses organised and delivered by Guildhall Short Courses (including but not limited to online or in person, summer schools or evening courses) that you agree to undertake;

"Data Protection Laws" means the UK GDPR and Data Protection Act 2018;

"Event Outside Guildhall Short Courses' Control" means an event or circumstances beyond Guildhall Short Courses' reasonable control, such as:

(a) strikes, lock-outs or other industrial action by third parties;

(b) strikes, lock-outs or other industrial action by our employees;

(c) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, adverse weather, subsidence, or other natural disaster or "act of god";

(d) failure of public or private telecommunications networks;

(e) pandemic, epidemic and any restrictions or requirements that might be imposed by any Government or relevant authority, and/or

(f) decisions made by any Government or relevant authority or regulator that impact on our ability to perform our obligations under the Contract, including, for example, any changes made by any Government regarding examination results;

"Fees" or "Course Fees" means the fees payable by you in relation to a Short Course, including any administration fees;

"Guildhall Short Courses" means Guildhall Short Courses or Open Programmes, a department within Guildhall School of Music & Drama. "Guildhall Short Courses", "Short Courses", "Short Courses Team" and "We" mean the Guildhall Short Courses Team, who is responsible for the development, organisation and delivery of the programme of short courses, summer schools and other activities managed by that team;

"Guildhall School" means Guildhall School of Music & Drama

"Online Course" means a Short Course that Guildhall Short Courses delivers online;

“Participant” means the person who has made a booking onto a Course, or the person who will attend the Course if the booking has been made on their behalf, or the person enquiring about a Course;

"Personal Data" means any information relating to an identified or identifiable person ("data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Special category personal data means data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation;

"Services" means the teaching services and related teaching materials that Guildhall Short Courses will provide in relation to the Course;

“Short Courses Office” means the address of Guildhall Short Courses as provided in the joining instructions or sent before you commence the Course;

“VLE” or “Online” means the online virtual learning environment that Guildhall Short Courses uses to deliver its Online Short Courses.

"Website" means Guildhall Short Courses pages on the Guildhall School website at gsmd.ac.uk/shortcourses

“Writing” or “Written” includes emails.

“You” and “Participant” mean the individual who attends the Course and the person who makes the booking and enters into the Contract with Guildhall Short Courses on that individual’s behalf (including a parent or legal guardian where the Participant is under 18), as the context requires.

2. About us and How to Contact us

2.1. Guildhall Short Courses are delivered by the Guildhall School Open Programmes Team at Guildhall School of Music & Drama, Silk Street, Barbican, London EC2Y 8DT. Guildhall School of Music & Drama is part of the City of London Corporation.

2.2. Guildhall Short Courses office hours are 9.30am-5pm (GMT/BST) Monday to Friday except Bank Holidays. Please note that office hours may differ during programme delivery.

2.3. You can contact Guildhall Short Courses as follows:

By email: shortcourses@gsmd.ac.uk

By telephone: 9.30am-5pm (GMT/BST), Monday to Friday, except bank holidays: +44 (0)20 7382 2310. Please note that hours may differ during programme delivery.

By post: Guildhall Short Courses, Innovation Office, Guildhall School of Music & Drama, Silk Street, Barbican, London EC2Y 8DT

3. Bookings

3.1. Your Booking enters you into a binding contract with us to purchase a place on the Course. We are free to accept or decline your Booking at our discretion.

3.2. A Contract will come into existence when we accept your Booking and receive payment of the applicable Fees. The Contract will continue until completion of the Course unless terminated earlier in accordance with these Terms and Conditions.

4. Accuracy of Booking Data

4.1. By submitting your Booking, you confirm that all information provided to Guildhall Short Courses is correct. Guildhall Short Courses reserves the right to review and cancel any Booking if any information provided is found to be incorrect.

5. Minimum Requirements

5.1. 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.

5.2. Participants are responsible for ensuring they have the right equipment and materials as stated in the course information.

5.3. 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).

6. Minimum Age Requirement

6.1. You understand that Guildhall Short Courses 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 Short Courses. 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 Booking or Application for any Course not advertised as being for persons under the age of 18, you accept that you warrant to Guildhall Short Courses 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 Short Courses 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. Fees and Payment

7.1. The Fees payable are published on the website.

7.2. 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.

7.3. Payment in full is made at the time of Booking and before the start of the Course. Your Booking is not completed until the Fees have been paid and your place is not secured on the Course until all Fees have been received. We are unable to reserve a place on a Course.

7.4. For any Courses where payment can be made 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. If the payment is not received within the deadlines agreed then your place will be cancelled.

7.5. Guildhall Short Courses does not offer credit agreements. Therefore payment must be made in full before the first day of the Course at the point of booking.

7.6. Guildhall Short Courses reserves the right to withdraw the offer of a place if any outstanding Fees are not paid by the designated deadline.

7.7. Guildhall Short Courses may sometimes offer promotional offers or discounts on Courses at their discretion:

7.7.1. Only one discount may be claimed per Participant, per Booking.

7.7.2. Discounts may be withdrawn by Guildhall Short Courses at any time.

7.7.3. Discounts must be used at the time of Booking and will not be applied retrospectively.

7.7.4 Discounts and special offers cannot be cumulated, only one discount can be redeemed per booking.

7.7.5. Discounts links and offers are not transferable. You cannot share the discount offer and your link.

7.8. Participation Bursaries (as part of our Access and Participation Plan) are available on selected Courses to those who meet the eligibility criteria. Further information can be found on the Participation Bursaries webpage.

8. Cancellation and Refund Policy

8.1. Your cancellation rights

8.1.1. If you are a consumer and you are not entering into the Contract for purposes connected with a business, then you have legal rights under the Consumer Contract Regulations 2013 to cancel the Contract within 14 days (the "Cancellation Period") of the date of conclusion of your Contract (the date you book your Course). You accept that the Cancellation Period will expire 14 days after the date of the Booking (the date you book and pay for your Course).

8.1.2. If you wish to cancel your Booking within the Cancellation Period, please send an email to shortcourses@gsmd.ac.uk within 14 calendar days of the date of your (first) payment. Please note that if your Course has already started, any refund will be calculated in accordance with clause 8.1.3.

8.1.3. If the advertised Course start date falls within the Cancellation Period, by completing your Booking you expressly request Guildhall Short Courses to begin providing the Course on that advertised start date. This does not affect Guildhall School's rights under clause 8.2 to amend, reschedule or cancel a Course. If you exercise your right to cancel after the Course has started, you will be required to pay for the services supplied up to the date on which cancellation is communicated to us. Any refund due will be reduced by an amount proportionate to the part of the Course already delivered.

8.1.4. You may also cancel the Contract after expiry of the Cancellation Period. You accept that in these circumstances you will remain liable for the Course Fees and will not be entitled to a refund of the Course Fees paid except in the circumstances laid out in paragraph 8.1.5. below. Please note that you cannot transfer the Fees to another course. Places on our short courses are limited. Once a Booking is made, we commit staffing, facilities and resources based on expected participant numbers. Late cancellations can affect course viability.

8.1.5. If you provide the Short Courses Team with **written** notice to cancel your Booking outside of the Cancellation Period but at least 21 days before the Course starts, you will be entitled to a refund of the Course Fees paid minus a 25% cancellation charge to cover administration and operational costs incurred. The administration fee reflects costs already incurred in processing bookings, payment processing charges, enrolment administration, staffing, course planning, participant communications and reservation of course capacity. To request a refund, **please email shortcourses@gsmd.ac.uk** stating which Course you have booked on to, your name and reference number.

8.1.6. If you provide the Short Courses Team with **written** notice to cancel your Booking outside of the Cancellation period and fewer than 21 days before the Course starts, you will not be entitled to any refund of the Course Fees or to transfer the fees to another course. You must notify the Short Courses Team **by email** to **shortcourses@gsmd.ac.uk**.

8.1.7. Once a Course has started we are unable to offer any refunds and the Fees become fully non-refundable, except where required by law or where cancellation arises from Guildhall Short Courses' failure to deliver the Course with reasonable care and skill. Non-attendance at sessions for reasons other than Guildhall Short Courses' default does not create any obligation to provide a refund, additional tuition or a transfer.

8.1.8. Where you have booked a residential Course and accommodation is included in the Course Fees and provided by Guildhall Short Courses as part of your Course booking, the cancellation periods and refund provisions set out in clauses 8.1.1 to 8.1.7 shall apply. This clause applies only where accommodation is provided by Guildhall Short Courses as an integral part of a residential Course and included within the Course Fees. It does not apply to accommodation arranged independently by you with a third-party provider.

8.1.9. We will not refund any travel, equipment, materials, or accommodation costs that you have arranged or purchased separately from Guildhall Short Courses in connection with attending a Course. We recommend that you obtain appropriate insurance cover for any travel or accommodation booked prior to the Course commencing. Travel and externally arranged accommodation costs will not be reimbursed, regardless of whether you cancel your booking or we cancel the Course.

8.1.10 Where a refund is due:

> 8.1.10.1 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.
>
> 8.1.10.2 Refunds will be paid in GBP. We are not responsible for any losses you suffer as a result of currency fluctuations.
>
> 8.1.10.3 Please allow ten working days for a refund to reach your account.

8.1.11 Nothing in these Terms and Conditions affects any statutory rights which you may have as a consumer.

8.2. Cancellation and Changes to Courses by Short Courses

8.2.1. Whilst we make every reasonable effort to deliver Courses as advertised, Guildhall Short Courses reserves the right to amend, reschedule or cancel a Course where reasonably necessary. Such circumstances may include, without limitation, insufficient enrolment numbers, adverse weather conditions, health and safety concerns, tutor or lecturer unavailability, venue or facility issues, operational requirements, compliance with legal or regulatory obligations, or any other circumstances beyond our reasonable control.

8.2.2. Courses are subject to a minimum number of participants. If the required minimum enrolment is not achieved by seven days before the Course start date, Guildhall Short Courses may cancel the Course and will notify affected participants as soon as reasonably practicable. In such circumstances, participants will be entitled to the remedies set out in clause 8.2.3. below.

8.2.3. Should a Course be unable to run we may cancel our contract, and we will endeavour to inform you no less than seven calendar days before the Course starts, in which case you can either:

8.2.3.1. 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

8.2.3.2. Cancel the Contract and receive a full refund of any Course fees paid.

8.2.3A. Where Guildhall Short Courses makes a significant change to a Course after a booking has been accepted, and that change materially affects the nature of the Course, a Participant who does not wish to accept the change may notify Guildhall Short Courses and may either:

(a) transfer to an alternative Course, subject to availability; or

(b) cancel the Contract and receive an appropriate refund reflecting the circumstances of the change.

8.2.4. In the event of cancellation, Guildhall Short Courses will not refund any travel, equipment, materials, or accommodation costs that you have arranged or purchased separately from Guildhall Short Courses in connection with attending a Course. We recommend that you obtain appropriate insurance cover for any travel or accommodation booked prior to the Course commencing. Travel and externally arranged accommodation costs will not be reimbursed, regardless of whether you cancel your booking or Guildhall Short Courses cancels the Course.

8.2.5. Refunds will be paid in GBP. Guildhall Short Courses is not responsible for any losses you suffer as a result of currency fluctuations.

8.2.6. In the case of package bookings where only one of the two Courses is cancelled, Guildhall Short Courses will reimburse the difference between the full price of the Course running and the package booking price.

8.2.7. Guildhall Short Courses will endeavour to deliver the Courses as publicised. However, Guildhall Short Courses reserves the right to make changes to the Course as follows:

8.2.7.1. Publicised course tutors, artists and guest speakers (web and print form) may be subject to change.

8.2.7.2. The timetable for the delivery of the Course may be subject to change.

8.2.7.3. Dates and locations for delivery of the Course may be subject to change.

8.2.7.4. Guildhall Short Courses may make changes to the Course which are necessary to ensure it complies with any applicable laws or requirements.

8.2.8. In the event of any changes to the Course, Guildhall Short Courses will endeavour to give as much notice as possible.

8.2.9. In the event Guildhall Short Courses is unable to run a session as part of a Course, Guildhall Short Courses will make every reasonable effort to either reschedule the session or extend the remaining sessions to cover the missing hours.

9. Late Bookings

9.1. If you submit a Booking within two working days of a Course start date, Guildhall Short Courses cannot guarantee that booking confirmation, joining instructions, course materials, or (where applicable) login credentials for online learning platforms or course microsites will be provided before the Course commences. In these circumstances, Guildhall Short Courses will use reasonable endeavours to provide confirmation and any joining instructions, course-specific information, or access credentials as soon as reasonably practicable.

9.2. Participants whose Booking is received within two working days of a Course start date will still be able to attend and participate in the Course. However, access to certain online resources, including course microsites, materials and related platforms, may be delayed while the Booking is processed and access credentials are issued.

9.3. If you submit a Booking within two working days of a Course start date and do not receive confirmation, joining instructions or (where applicable) login details within 24 hours of making your Booking, you should contact the Short Courses Team at shortcourses@gsmd.ac.uk to confirm the status of your Booking and obtain any information required to attend the Course.

10. Events outside our Control

10.1. Guildhall Short Courses 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. Guildhall Short Courses 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. Guildhall Short Courses 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. Guildhall Short Courses may end the Contract and exclude a participant from a Course, without refund, where:

11.1.1. Payment has not been made in full before the start of the Course, or in accordance with an agreed payment plan or published payment deadlines;

11.1.2. The participant does not hold, or does not maintain, an immigration status that entitles them to undertake the Course;

11.1.3. There is a high level of absence which, in the reasonable opinion of the tutor or the Short Courses Team, is affecting the participant's learning and/or the learning of others;

11.1.4. The participant's behaviour is disruptive and, in the reasonable opinion of the tutor or the Short Courses Team, is affecting the participant's learning, the learning of others, or the safe, orderly and respectful conduct of the Course;

11.1.5. There is a breach of the Short Courses Code of Conduct and/or the Residential Code of Conduct;

11.1.6. Where the Contract is ended for any of the reasons set out above, no refund will be due.

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 on the first day 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@gsmd.ac.uk. For participants under the age of 18, parents and guardians will be sent a consent and release form to complete before the start of the Course.

13.2. If you fail to complete the registration process required documentation such as valid identification (passport/birth certificate/driving licence) and other (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. Additional Support Requirements

14.1. Guildhall Short Courses is committed to providing an inclusive learning environment and meeting its obligations under applicable equality legislation. We will consider reasonable adjustments where appropriate in light of the participant's circumstances and the nature of the Course. To enable us to provide an appropriate learning environment and consider any reasonable adjustments that may be required, you must inform us, at the time of booking or as soon as reasonably practicable thereafter, of any support needs (such as any disability, medical condition, neurodivergence, learning difference, mental health condition, behavioural support requirement, accessibility requirement) or other circumstances that may affect your attendance, participation, wellbeing or safety on the Course. If you are unsure, please do not hesitate to contact the Short Courses Team to discuss your requirements before booking your place.

We may request additional information and may arrange a discussion with you, or your parent, guardian or carer (for participants under the age of 18) to better understand your needs and determine whether appropriate support and reasonable adjustments can be provided within the resources available to the Course.

14.2. Please note that information disclosed regarding additional support requirements may be shared with Course Tutors, Short Courses Assistants and other relevant members of staff where reasonably necessary for the administration of the Course, safeguarding, health and safety purposes, or the provision of reasonable adjustments.

14.3. While Guildhall Short Courses is committed to providing an inclusive learning environment and will consider reasonable adjustments where appropriate, our Courses are educational programmes and are not designed to provide medical care, nursing care, therapeutic support, one-to-one supervision, behavioural intervention, social care services, or specialist support unless expressly agreed in writing in advance. The participant, or parents and guardians of participants under the age of 18 remain responsible for ensuring that they are capable of attending and participating in the Course safely and appropriately within the level of supervision and pastoral support ordinarily provided by Guildhall Short Courses.

If relevant information is not disclosed before the Course commences and Guildhall Short Courses reasonably determines, having considered any reasonable adjustments that may be available, that it cannot provide an appropriate, safe or effective learning environment for the participant or other participants, Guildhall Short Courses reserves the right to withdraw the participant from the Course.

14.4. Guildhall Short Courses reserves the right to require a participant to leave a Course where their conduct:

(a) Presents a risk to the health, safety or wellbeing of themselves or others;

(b) Seriously disrupts teaching, learning or the participation of other attendees;

(c) Prevents Guildhall Short Courses from delivering the Course effectively; or

(d) Amounts to abusive, threatening, discriminatory or otherwise unacceptable behaviour towards staff, tutors or other participants.

Where relevant, Guildhall Short Courses will consider whether reasonable adjustments are appropriate before taking such action.

15. Code of Conduct

15.1. Please refer to the Short Courses Code of Conduct (Appendix 1).

15.2. Parents and guardians of participants under the age of 18 will be sent consent and release forms that need to be signed and returned prior to the start of the Course.

15.3. Guildhall Short Courses 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 Short Courses Team reserves the right to remove any participant from a course and accommodation with immediate effect, if they are found to be in breach of the Codes 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.

16. Residential Participants

16.1. Please refer to the Residential Code of Conduct in addition to the Short Courses Code of Conduct (Appendix 1).

16.2. Parents/guardians of residential participants under the age of 18 will be sent consent and release forms that need to be signed and returned by participants' legal guardians prior to their check-in to premises.

16.3. Guildhall Short Courses 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 Short Courses Team reserves the right to remove any participant from a course and accommodation with immediate effect, if they are found to be in breach of the Codes 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.

17. Safeguarding

17.1. Guildhall Short Courses is committed to Safeguarding; you can read Guildhall School's Safeguarding Policy to find out more.

18. Your Obligations

18.1. Maintain and evidence your immigration status that entitles you to undertake the Course;

18.2. Attend classes for the Course regularly and on time. Inform the Short Courses Team if you are going to be late or miss classes/sessions;

18.3. Must have sufficient English language skills to cope with course demands;

18.4. Do not use audio or visual recording equipment during the Course. Participants must not photograph, film, record, livestream, reproduce or distribute any course content, teaching, classes, workshops, rehearsals, course materials or performances without the prior written permission of Guildhall Short Courses. All intellectual property rights in Course materials, recordings, presentations, teaching content and other materials provided as part of a Course remain the property of Guildhall Short Courses, Guildhall School or the relevant rights holder.

18.5. Comply with Guildhall Short Courses and Guildhall School's Health and Safety rules as notified to you, including by wearing suitable clothing and footwear for practical classes;

18.6. Comply with the Short Courses Code of Conduct;

18.7. Comply with the Guildhall Short Courses Residential Code of Conduct;

18.8. Comply with the Short Courses Online and Forum Etiquette;

18.9. Conduct yourself in a respectful and courteous manner and refrain from causing offence or nuisance to Guildhall Short Courses, Guildhall School, its staff or other participants;

18.10. Have the equipment and materials required for the Course as stated on the website or in the course information when applicable;

18.11. Only use any facilities and equipment provided by Guildhall Short Courses within the stated hours for the delivery of the Course; and

18.12. Must not transfer their place to another person, permit another person to attend a Course in their place, provide access to a Course or share login details or Course content with any third party without the prior written permission of Guildhall Short Courses. Course registrations are personal to the participant named in the booking. We reserve the right to refuse entry to, or remove from a Course, any person who is not the participant named in the booking.

18.13. Must respect the privacy and confidentiality of other participants and must not disclose, reproduce or distribute personal information or creative work shared within a Course without permission.

18.14. Must not use any Course materials, recordings, photographs, video content, performances, creative work, personal information or other content obtained through a Course for the training, development, testing or operation of any artificial intelligence, machine learning or similar technology without the prior written permission of Guildhall Short Courses and any relevant rights holders.

19. Assessment and Credit

19.1. All Short Courses are non-accredited. Guildhall Short Courses will only issue digital certificates of attendance and not certificates of attainment of a particular grade, qualification or standard.

19.2. You will receive a digital certificate of attendance 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.

19.3. 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.

20. Online Short Courses

20.1. Participants undertaking an Online Short Course should have basic digital skills sufficient to access online learning platforms, send and receive emails, download materials and participate in online activities. Guidance on using the relevant platforms will be provided before the Course commences.

20.2. Guildhall Short Courses 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.

20.3. Guildhall Short Courses 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.

20.4. You agree that you 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 your Online Short Course. Any redistribution or reproduction of part or all of the contents of the courses in any form is prohibited. All intellectual property rights in Course materials, recordings, presentations, teaching content and other materials provided as part of a Course remain the property of Guildhall Short Courses, Guildhall School or the relevant rights holder.

20.5. You may download and use Online Short Course materials where available, for your own personal, non-commercial use only.

20.6. When uploading material, you must ensure that you are entitled to upload this material and that this does not infringe any rights or copyright law.

20.7. You will not upload or share with other participants 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.

20.8. You agree that we shall be under no obligation to monitor, screen or censor any of the content that you or any third-party upload to the online platforms used for the Course. To the fullest extent permitted by law, we accept no responsibility for any such content.

20.9. We reserve the right to suspend access to the VLE or remove any material you upload or share with other participants or tutors in breach of these Terms.

20.10. 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.

20.11 Online Short 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 Short Courses Team and the Tutor(s).

20.12. Access to an Online Short Course is personal to the participant who has booked the Course. Participants must not share login credentials, permit access by any third party or otherwise allow any other person to participate in the Course using their registration.

20.13. Please refer to the Online Short Courses and Forums Etiquette (Appendix 2).

21. Health and Safety

21.1. Some of our courses are physically and mentally rigorous and require high levels of stamina. Please refer to the designated pages on the Guildhall Short Courses website for course-specific health and safety information.

21.2. Guildhall Short Courses 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.

22. Insurance

22.1. Guildhall 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.

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 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. Guildhall School 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.

24.3 Privacy statement: GSMD processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. For full details of how and why the GSMD processes personal data, please refer to our full privacy notice. City of London Corporation is a data controller, and processes personal data in accordance with the United Kingdom General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. For full details of how and why the City of London Corporation processes personal data, please refer to the full privacy notice. Alternatively, you can request a hard copy. Please direct all data protection queries to the Information Compliance Team at information.officer@cityoflondon.gov.uk. GSMD will process personal data as requested for the purposes of internal analysis, public reporting, research, marketing and fundraising in respect of our activities. All information collected about you will be stored securely and will not be shared with anyone without first being anonymised, unless we have sought express permission to attribute your views to you. We may share your data in a non-aggregated and anonymised form with third party project partners. We consider very carefully which organisations we partner with and put a contract in place that sets out our expectations and requirements, especially regarding how they manage the personal information they have collected or have access to. Please note you can withdraw your consent to this processing at any time by contacting: shortcourses@gsmd.ac.uk.

25. Photography, Filming and Recording

25.1. Photography and Filming by Guildhall Short Courses

Guildhall Short Courses, Guildhall School and the City of London may photograph, film or make audio recordings during courses, rehearsals, performances, events and related activities for promotional, marketing, educational, archival and administrative purposes.

Where your consent is required, we will seek it through the Booking Form process or by other appropriate means. By providing such consent, you agree to the use of your image, likeness and recorded participation for these purposes.

Guildhall Short Courses follows national guidance for the use of images of children and young people. The School 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.

25.2. Ownership of Recordings

All photographs, video recordings and audio recordings created by or on behalf of Guildhall Short Courses in connection with a course remain the property of Guildhall Short Courses and/or Guildhall School.

Unless expressly stated otherwise, copies will not be provided to participants and may not be reproduced, distributed or otherwise used without prior written permission.

25.3. Performances, Concerts and Course Sharings

Participation in certain courses may include public performances, sharings, concerts, presentations or other recorded activities.

Where such activities are recorded, participants acknowledge that their performance, image and likeness may appear in photographs, audio recordings, video recordings, livestreams or other media produced by Guildhall Short Courses or Guildhall School.

Participants who have concerns regarding photography, filming or recording should notify the Short Courses Team as soon as possible and, where appropriate, before the start of the course.

26. Participant Photography and Recording

26.1. Recording during Courses

Participants must not photograph, film, record or livestream any course, class, rehearsal, workshop or related activity without the prior permission of Guildhall Short Courses.

26.2. Recording other Participants and Staff

Participants must not photograph, film, record or otherwise capture images or recordings of other participants, tutors, staff members, visiting artists or guests without their prior consent.

Any photographs or recordings permitted by Guildhall Short Courses must be used solely for personal, private and non-commercial purposes and must not be published, shared online or otherwise distributed without the express consent of all individuals featured.

26.3. Course Recordings Requiring Participant Consent

For courses that include a recording element intended to be shared with participants or third parties, written consent must be obtained from all participants before any recording is distributed.

26.4. Online Learning Sessions

Online sessions may be recorded by Guildhall Short Courses for educational, administrative or reference purposes. Such recordings will be accessible only to those authorised to participate in the relevant course and will not be shared more widely unless otherwise stated.

27. Audience Photography and Recording

27.1. Photography and Filming at Public Events

Guildhall Short Courses, Guildhall School, their authorised contractors and, where necessary, security personnel may photograph, film or record public performances, concerts, sharings and other events.

Attendees should be aware that they may be visible in such recordings.

27.2. Audience Recording Restrictions

Photography, filming, audio recording and livestreaming by audience members are not permitted during performances, concerts, sharings or other events unless expressly authorised by Guildhall Short Courses.

This restriction applies to mobile phones, cameras, tablets and all other recording devices.

27.3. Concert Recordings

Where a recording of a concert or performance is made available to participants, access will be subject to any conditions notified at the time and may be limited to a specified period.

28. Feedback

28.1. At the end of the Course, the Short Courses Team will email you to ask for your feedback on the Course.

28.2. Privacy statement: GSMD processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. For full details of how and why the GSMD processes personal data, please refer to our full privacy notice. City of London Corporation is a data controller, and processes personal data in accordance with the United Kingdom General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. For full details of how and why the City of London Corporation processes personal data, please refer to the full privacy notice. Alternatively, you can request a hard copy. Please direct all data protection queries to the Information Compliance Team at information.officer@cityoflondon.gov.uk. GSMD will process personal data as requested for the purposes of internal analysis, public reporting, research, marketing and fundraising in respect of our activities. All information collected about you will be stored securely and will not be shared with anyone without first being anonymised, unless we have sought express permission to attribute your views to you. We may share your data in a non-aggregated and anonymised form with third party project partners. We consider very carefully which organisations we partner with and put a contract in place that sets out our expectations and requirements, especially regarding how they manage the personal information they have collected or have access to. Please note you can withdraw your consent to this processing at any time by contacting: shortcourses@gsmd.ac.uk.

29. Liability

29.1. Nothing in these Terms and Conditions excludes or limits Guildhall Short Courses' liability for:

(a) Death or personal injury caused by its negligence;

(b) Fraud or fraudulent misrepresentation; or

(c) Any other liability which cannot lawfully be excluded or limited.

29.2. Subject to clause 29.1, Guildhall Short Courses shall not be responsible for any loss of or damage to participants' personal belongings unless such loss or damage is caused by Guildhall Short Courses' negligence.

29.3. Guildhall Short Courses is not responsible for losses that were not reasonably foreseeable when the contract was entered into; and The Courses are supplied for personal and non-commercial purposes and Guildhall Short Courses is not liable for business losses such as loss of profit or revenue.

Appendix 1: Short Courses Code of Conduct

This Code of Conduct sets out the standards expected of all participants. It is designed to ensure safety, wellbeing, and a positive experience for everyone. Breaches of these rules may result in immediate removal from the course with parents/guardians required to collect the participant if they are under the age of 18. All participants must adhere to the Short Courses Code of Conduct.

The School refers to Guildhall School of Music & Drama.

“Guildhall Short Courses” refers to Guildhall Short Courses or Open Programmes, a department within Guildhall School of Music & Drama. “Guildhall Short Courses”, “Short Courses”, “Short Courses Team” and “We” mean the Guildhall Short Courses Team, who is responsible for the development, organisation and delivery of the programme of short courses, summer schools and other activities managed by that team;

All participants are expected to demonstrate professionalism, respect, and integrity throughout the programme. This includes being punctual, actively engaging in discussions, and contributing to a positive learning environment. Disruptive behavior, disrespectful language, or actions that hinder the experience of others will not be tolerated. We encourage open dialogue and diverse perspectives, provided they are expressed constructively and with courtesy. By adhering to these standards, we ensure a safe, inclusive, and productive experience for everyone.

Guildhall Short Courses 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 Guildhall Short Courses recognises its special duty of care to participants who are under 18, it will expect such participants to act responsibly and appropriately.

It is essential that all participants are safe and behave in line with Guildhall Short Courses expectations as can be found in the Short Courses Code of Conduct below.

We require all members of our community – participants, parent/guardians, members of the public and staff – to conduct themselves in a professional, courteous and inclusive manner.

1. Introduction

1.1. Guildhall Short Courses’ 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, classes taking place in external venues, etc.

2. General conduct

2.1. Guildhall Short Courses expects participants to conduct themselves at all times in an orderly manner, respecting the rights, privacy and property of others. This includes (but is not limited to) unacceptable behaviour which takes place:

- during course-related activities (such as teaching, performance, placements or non-curricular events), including those delivered in collaboration with partners or other;
- on or off the School’s premises, including online or on social media

The Short Courses Team regards as unacceptable any behaviour by participants which improperly interferes with or adversely affects Guildhall Short Courses’ community and/or:

- the School's interests, activities, property, or reputation; and/or
- the health, safety, wellbeing, activities or interests of its participants, students and staff, as members of the wider School's community, or of its governors or visitors.

2.2. 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 further below (the list is not intended to be exhaustive).

2.3. 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.

2.4. Guildhall Short Courses expects participants to follow any procedures and processes put in place related to general Health & Safety.

2.5. The wellbeing of all participants and staff is our priority. If a participant is feeling unwell or experiencing symptoms of illness, please notify a member of the Short Courses Team as soon as possible so we can provide appropriate support. To protect the health and safety of the group, we reserve the right to ask any participant who is unwell or whose condition may pose a risk to others not to attend or to leave the course. In such cases, we will discuss options for support and next steps with the participant.

3. Contact details

3.1. It is the responsibility of participants to keep Guildhall Short Courses informed of their current home and address, email, and phone number of parent/guardian during their short course. International participants are asked to provide a UK emergency contact number when possible.

4. Facilities and Environment

4.1. Each participant is expected to show respect for the environment by helping to ensure that the School's premises are not damaged or disfigured by litter, unnecessary noise or other pollutants.

4.2. Animals are not permitted on School's premises, except for guide dogs for disabled participants and authorised visitors.

4.3. Furniture, equipment and other property owned or leased by Guildhall Short Courses 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.

4.4. No participant shall wilfully damage or deface, or wrongfully treat as their own, any property owned or leased by Guildhall Short Courses and the School. A participant will be required to make good in whole or in part, to the satisfaction of Guildhall Short Courses and the School, any damage of this kind that they cause, in addition to any other penalty imposed.

4.5. No participant shall wilfully damage, or wrongfully treat as their own, the property of any other person on School premises. Guildhall Short Courses accepts no responsibility for private property lost or damaged on School premises.

4.6. 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.

5. Smoking

5.1. 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.

5.2. 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.

6. Drugs

6.1. 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.

6.2. 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.

6.3. 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 and the accommodation, and no refund will be given.

7. Alcohol

7.1. It is strictly prohibited for anyone aged 18 or over to buy, give to or share alcohol with under 18 participants. Any participant aged 18 or over found to be or suspected of supplying under 18s with alcohol will be immediately excluded from their course and Sundial if they are a residential participant, no refund will be issued.

7.2. It is strictly prohibited for participants under the age of 18 to buy, consume or be sold alcohol.

7.3. 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.

8. Misconduct, Bullying and Harassment

8.1. All participants are expected to act within the law, for example with regard to offences against persons or property, or possession of illegal substances.

8.2. Any form of harassment or bullying (digital 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. Guildhall Short Courses will not tolerate any form of bullying, aggressive, threatening, indecent, disorderly, offensive, violent or other unreasonable behaviour or language, however expressed including physically, orally, in writing or electronically (such as on social networking websites).

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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).

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) Physical harm to another participant, staff member or other.

c) Verbal abuse toward another participant, staff member or other.

d) 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.

e) Behaviour which restricts the legitimate freedom of speech, ideas, actions, or inquiry of any other participant or member of staff.

f) Behaviour which is in breach of School regulations on health and safety, smoking, or eating and drinking on School premises.

g) Behaviour which brings the School into disrepute – including antisocial behaviour in and around the Sundial residence.

h) Violent, indecent, disorderly, threatening or offensive behaviour or language whilst on School premises or engaged in any School activity.

i) 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.

j) Unauthorised access to School information systems or IT networks, or permitting or causing unauthorised access by others.

k) 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.

l) Any breach of the School's Equal Opportunities Policy including sexist, racist or homophobic activity or behaviour.

m) 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)

n) Behaviour which would be likely to cause fear, distress or offence to others.

o) Failure to comply with written policies and directions.

p) 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.

q) 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.

r) Failure to comply with a previously imposed penalty under this Code or other School regulation.

9. Missing participant

Should a child not turn up for a lesson/not return at the required time/go missing we will follow the School's missing participant protocol which includes contacting parents/guardians/designated emergency contacts and also the police in cases where the child is not located after search and phone contact attempts. It is therefore vital that we have **two** contact numbers for those with parental responsibility for a child to ensure we can safely manage such an incident. If you have been unable to provide a second phone number before, please email shortcourses@gsmd.ac.uk.

Disciplinary action

Any illegal or inappropriate behaviour, or any breach of the Short Courses Code of Conduct and/or Residential Code of Conduct, will result in disciplinary action by the Short Courses Team. Consequences may include immediate removal from the premises without refund, and a ban from future Guildhall Short Courses. If the participant is under 18, parents/guardians may be required to collect them immediately.

Appendix 2: Online Short Courses and Forums Etiquette

Participants and their families should bear in mind that the Guildhall Short Courses at Guildhall School of Music & Drama is an adult environment. We expect responsible, reasonable and sensible conduct from all our participants.

It is essential that all participants are safe and behave in line with Guildhall Short Courses' expectations as can be found in the Online Short Courses and Forums below.

1. 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.

2. Participants may download and use Online Short Course materials where available and as indicated by the Short Courses team, for their own personal, non-commercial use only.

3. 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.

4. The Forums should remain a safe space for all participants. Participants will not upload or share with other participants 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.

5. Although the Forums will be monitored by the Short Courses team, 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.

6. 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.

7. 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.

8. The Short Courses team will communicate the times when the Forums will be available before the start of the course.

Disciplinary action

Any illegal or inappropriate behaviour, or any breach of the Short Courses Code of Conduct and/or Residential Code of Conduct, will result in disciplinary action by the Short Courses Team. Consequences may include immediate removal from the premises without refund, and a ban from future Guildhall Short Courses.

If you have any concern, please contact the Short Courses Team:
Phone line:
+44 (0)20 7382 2310
Office hours: 9.30am - 5pm (UK Time), Monday – Friday, excluding bank holidays. Hours may differ during programme delivery.

Email:
shortcourses@gsmd.ac.uk