

The Academy of Northern Ballet

Terms and Conditions for Students New Entrants from 2026/27

This document sets out the terms and conditions between The Academy of Northern Ballet, the Lead Provider and validator, Northern School of Contemporary Dance, and students on our higher education courses. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions, together with other policies and procedures of The Academy of Northern Ballet and Northern School of Contemporary Dance, will become binding on you (and also your parent / guardian / named responsible adult if you are under 18) and The Academy of Northern Ballet when a contract is formed between us in accordance with condition 2 of these terms and conditions.

Policy owner:	The Academy of Northern Ballet
Lead contact:	Director of Academy Operations & Learning
Audience:	HE Applicants & Students
Approving body:	Academy Board of Trustees
Date approved:	May 2026
Policy Implementation date:	This policy takes effect from May 2026
Supersedes:	N/A
Previous approved version(s) dates:	N/A
Review cycle:	Yearly
Next review due date:	October 2026
Related Statutes, Ordinances, General Regulations:	Annex A1 Academic Regulations & Credit Framework
Related Policies, Procedures and Guidance:	Student Protection Plan, Student Complaints Procedure
UK Quality Code reference:	Quality Code Expectations for Quality; Advice and Guidance: Concerns, Complaints and Appeals
OfS Conditions reference:	Conditions C
Equality and Diversity Considerations:	Policy should be available in accessible format for all students.
Further information:	

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**THE ACADEMY OF NORTHERN BALLET AND NORTHERN SCHOOL OF CONTEMPORARY
DANCE TERMS AND CONDITIONS FOR STUDENTS
(New Entrants from 2026/27)**

1. Introduction

- 1.1 In registering on a Course of higher education with us, you are embarking on a professional training course, and these rules and regulations are part of the framework that will support you in understanding the artistic discipline(s) and related industries in and for which you are training . Please ensure you read the Code of Practice and the other documents referred to in condition 2.3 below, which contain these rules, policies, procedures and regulations, and form part of the terms and conditions of your contract with The Academy of Northern Ballet and Northern School of Contemporary Dance.
- 1.2 By agreeing to these terms and conditions, you agree to abide by The Academy of Northern Ballet and Northern School of Contemporary Dances' regulations, policies and procedure. Please see Section 3 of these Terms and Conditions for further information about such regulations, policies and procedures.

2. Our Contract with Your

- 2.1 These terms and conditions govern the relationship between you and The Academy of Northern Ballet and Northern School of Contemporary Dance and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents. By accepting The Academy of Northern Ballet's offer of a place on a Course, you (and your parent / guardian / named responsible adult if you are under 18) accept these terms and conditions in full, which along with your offer and the rules, regulations, policies and procedures form the contract between you (and your parent /guardian / named responsible adult if you are under 18) and The Academy of Northern Ballet and Northern School of Contemporary Dance, in relation to your studies at the Academy.

Confirmation of an offer of place to study

- 2.2 An offer of a place to study is not confirmed until you have submitted written acceptance of the offer of a place to study, and The Academy of Northern Ballet have confirmed the place in writing.
- 2.3 These terms and conditions will become binding on you and us when we confirm your place on an Academy of Northern Ballet course of higher education in writing following your written acceptance of an offer, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and The Academy of Northern Ballet on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document, and the terms and conditions set out in:

- 2.3.1 The Academy of Northern Ballet and NSCD regulations and policies, as updated from time to time, including but not limited to:

- Admissions Policy
- Admissions Appeals and Complaints Policy and Procedure
- Learning Culture & Codes of Practice
- Criminal Records Policy
- Privacy Notices
- Emergency Powers of Suspension
- Non-Academic Misconduct Policy
- Policy on Harassment, Sexual Misconduct and Related Behaviours
- Refunds and Compensation Policy
- Student Complaints Procedure
- Student Protection Plan
- Student Engagement & Support Through Studies Policy

2.3.2 The Academy of Northern Ballet's regulations and policies as provided on Academy's website.

2.3.3 The Fees & Course Deposits Policy that you will be provided with at the point of offer.

2.3.4 For all courses delivered at The Academy of Northern Ballet which are validated by Northern School of Contemporary Dance the academic regulations will be governed in accordance with Annex A.1 Academic Regulations & Credit Framework.

2.3.5 All other rules, regulations and policies which The Academy of Northern Ballet and/or Northern School of Contemporary Dance make for their students from time to time, which are applicable to your studies at The Academy of Northern Ballet for courses validated by NSCD, and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 08 ("Other changes to the contract") which will be published on the Academy website

2.4 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the Head of Programme at The Academy of Northern Ballet Dance via email.

2.5 The contract may be ended by The Academy of Northern Ballet, or Northern School of Contemporary Dance and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified in condition 3.3, above. For example, failure to comply with The Academy of Northern Ballet Codes of Practice could result in The Academy of Northern Ballet taking action against you under the Non-Academic Misconduct policy, which could result in termination by The Academy of

Northern Ballet of your enrolment on your course and of the contract.

- 2.6 It is also a condition of your contract that any information submitted with or in relation to your application is true, genuine, accurate and complete (i.e. does not omit information you have been asked to provide). Please see Section 4 of the Admissions Policy; False, fraudulent or misleading information provided by applicants for further information.
- 2.7 Breach of any condition will be addressed according to your registration status. If you have accepted your offer but have not yet registered and enrolled for your Course, this contract may be terminated immediately by The Academy of Northern Ballet, at the discretion of The Academy of Northern Ballet. Once you are a registered and enrolled student, disciplinary proceedings may be brought against you under the Non-Academic Misconduct Policy, which may result in sanctions including suspension or expulsion from The Academy of Northern Ballet and your Course. For the avoidance of doubt, a student will be deemed to be 'registered' when The Academy of Northern Ballet have notified you in writing that your acceptance of the offer of a place has been confirmed. A student will be deemed to be 'enrolled' once they have undertaken the enrolment process with The Academy of Northern Ballet at the start of each academic year.

Visa and immigration requirements

- 2.8 Northern School of Contemporary Dance is a sponsor for the purposes of sponsoring students who wish to study at The Academy of Northern Ballet on a NSCD validated course from outside the UK and has measures in place to ensure that it complies with its obligations to the UK Government in relation to immigration. You will need to demonstrate that you have valid immigration status to undertake your studies. Where relevant, you are required to comply with any terms and conditions applicable to overseas (international) students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements. Northern School of Contemporary Dance must comply with its own duties under immigration law and as a result may have to withdraw sponsorship of your Student route visa for a number of reasons. Queries regarding visas should be addressed directly with NSCD.
- 2.9 See also Section 5 of these Terms and Conditions, 'Enrolment and Re-enrolment' and Section 8 of these Terms and Conditions 'Termination of Contract and Enrolment'.

3. Application and admission to Northern School of Contemporary Dance

- 3.1 The Academy of Northern Ballet's Admissions Policy sets out the framework for applying and being admitted to the Academy. The Policy includes details of The Academy of Northern Ballet's processes for seeking feedback on, and raising appeals and complaints against, decisions made in connection with an application.

Applicants and students with disabilities and additional support needs

- 3.2 If you have any support needs you are strongly encouraged to share this to the Admissions team as soon as you apply or at any time during the admissions process, in order that we

can best support you through your studies. We can tailor individual support plans to students, either prior to enrolment or at any time on the Course once enrolled. All students are encouraged to share with The Academy of Northern Ballet their support requirements so that we can endeavour to meet them during the audition process and subsequent training. Failure to share your specific needs may mean that you will not get the support to which you are entitled, and any necessary adjustments may be delayed or may not be made.

Sharing of pre-existing physical injuries and conditions

- 3.3 The courses delivered at The Academy of Northern Ballet concern demanding physical training in an artistic discipline. The Academy of Northern Ballet will therefore routinely request whether applicants have any pre-existing injury or condition that they wish to disclose to the Academy prior to commencing studies, in order that they can be appropriately supported. Where candidates do not disclose a pre-existing injury or condition ahead of commencing their studies, or enrolled students fail to share details of injuries or conditions arising after enrolment, The Academy of Northern Ballet accepts no liability for any exacerbation or impact upon such an injury or condition. For further information, please also see Section 10 of these Terms and Conditions, 'Risk of Injury and Health Insurance'.

Applicants under the age of 18: Safeguarding and Communication with Parents

- 3.4 The Academy of Northern Ballet has policies on safeguarding children and adults at risk, and (where relevant) on communication with parents for students who are under 18 years of age or in a vulnerable position. Applicants who will be under 18 at the time of their enrolment will, in addition to agreeing to these terms and conditions, be required to obtain a parent's / guardian's / named responsible adult's agreement to these terms and conditions and agreement to be responsible for Course fees or other charges.

Criminal convictions

- 3.5 Having a criminal record is not necessarily a bar to training with The Academy of Northern Ballet. The Academy of Northern Ballet is committed to equality of opportunity and will not request or require any applicant to disclose whether they have a criminal record prior to receiving an offer of a place to study being made, in any circumstances.
- 3.6 The Academy of Northern Ballet only requires disclosure of a criminal record in specific circumstances dictated by the requirements of Courses. Where a Course has a compulsory element (e.g. placement involving 'regulated activity' with children and/or vulnerable adults) that requires a criminal records check (enhanced Disclosure and Barring Service, or 'DBS' check).
- 3.7 Where a Course has an optional element requiring a criminal record check that students can choose whether to take, students are not required to undergo a criminal record check unless they wish to participate in the element.
- 3.8 Upon receipt of a disclosure of a criminal record, whether by an individual applicant/student or as a result of a criminal records check, The Academy of Northern

Ballet will undertake a risk assessment in accordance with the procedures under our Criminal Records Policy.

4. Enrolment and Re-enrolment

- 4.1 Your place on a Course at The Academy of Northern Ballet will be conditional on you complying with the Academy's enrolment conditions and requirements, including any conditions relating to your fees, and enrolling at the start of your course and at the start of each subsequent academic year.
- 4.2 You must enrol prior to the start of your course, as set out in your introductory information provided by The Academy of Northern Ballet. If you cannot or do not enrol by the specified date you must provide the Academy with a reason for your non-enrolment which is acceptable to the academy in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with The Academy of Northern Ballet and this contract shall be terminated.
- 4.3 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by The Academy of Northern Ballet but will exercise its discretion in its consideration of a request to defer a place for enrolment, particularly where a deferral may be a reasonable adjustment for a student.
- 4.4 Failure to enrol at the start of your Course in accordance with the conditions set out in Section 5 of these Terms and Conditions will result in your relationship with The Academy of Northern Ballet and NSCD and this contract being terminated and you will need to reapply from the start to be considered for a place to study at The Academy of Northern Ballet, in a future year. This is the case regardless of whether you have previously completed a course with The Academy of Northern Ballet, or NSCD.
- 4.5 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe any Course fees and have not been suspended from the course for any reason including, for example, relating to proceedings brought under any Academy of Northern Ballet, or NSCD policies) you must re-enrol for each subsequent year of study using the approved procedure. If you cannot or do not re-enrol using the approved procedure you must provide the Academy with a reason for your non-enrolment which is acceptable to the Academy in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study), and your relationship with The Academy of Northern Ballet and NSCD and this contract shall be terminated.

5. Your obligations

- 5.1 In accepting these Terms and Conditions and enrolling with us as a student, you become part of The Academy of Northern Ballet, and NSCD. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at Section 3 above. Copies of the Academy's policies and procedures can be obtained from

the Programme Lead. You are required at all times to behave courteously and respectfully towards other students and members of academic and non-academic staff, including visiting professionals, in accordance with the Academy's Code of Practice. Please also see Sections 3 and 11 of these Terms and Conditions.

5.2 Your obligations to The Academy of Northern Ballet, and Northern School of Contemporary Dance are to:

- 5.2.1 Pay your Course fees and other required fees when due, as set out in the Fees Policy and in the offer letter. If you cease to be a student of The Academy of Northern Ballet and NSCD, for example you withdraw from your course or the Academy terminates your enrolment, for example due to non-payment of fees, you may still be liable for any outstanding fees (see Section 9).
- 5.2.2 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by The Academy of Northern Ballet for the use of resources and facilities as set out in the Academy's Codes of Practice.
- 5.2.3 Participate actively in your training, including meeting the Course requirements and Academy's policy around attendance, and do nothing that will hinder or interfere with the training of other students.
- 5.2.4 Meet assessment deadlines and related assessment requirements, including attendance requirements for continuous or performance-based assessment.
- 5.2.5 Familiarise yourself with and comply with the relevant Regulations of the validating university (NSCD), the Academy Code of Practice and all other rules and regulations, policies and procedures listed as condition 2.3 above which govern the operation of your Course and your relationship with The Academy of Northern Ballet, and NSCD.
- 5.2.6 Comply with the terms of your visa (if applicable).

6. Our obligations to you

6.1 The Academy of Northern Ballet and Northern School of Contemporary Dance obligations to you are to:

- 6.1.1 Provide you with the tuition, pastoral and learning support associated with your Course with reasonable care and skill;
- 6.1.2 Subject to Sections 17 and 18 of these Terms and Conditions, deliver your Course as described on the Academy website pages and summary course document for the duration of the course; and
- 6.1.3 Ensure that you are assessed in line with the relevant Academic Regulations of

the Lead provider and validator NSCD for your Course.

7. Termination of contract and enrolment

- 7.1 You may withdraw from the Course and terminate this contract and your enrolment as a student at any time by giving written notice to The Academy of Northern Ballet by sending an email or letter to the at the address and contact details provided in your offer letter. Any such withdrawal will take effect when The Academy of Northern Ballet confirms that the communication from you has been received and confirms the date of withdrawal, which will normally be the date on which the communication from you is received by The Academy of Northern Ballet.
- 7.2 The Academy of Northern Ballet may terminate this contract and your registration if, in accordance with these terms and conditions and the appropriate regulation, policy or procedure:
- 7.2.1 You do not pay your tuition (Course) fee when due;
 - 7.2.2 You fail to disclose relevant information to The Academy of Northern Ballet (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your Course;
 - 7.2.3 Your student status is terminated (for example, under the Non-Academic Misconduct Policy), or in the case of an overseas (international) student requiring immigration permission to enter or remain in the United Kingdom, if the School removes its sponsorship from your visa; and/or
 - 7.2.4 You materially breach any of the terms and conditions of the contract: for example, failure to abide by health and safety requirements in line with theatre industry guidelines or serious cases of non-approved absence, or serious breach of the Academy policies.
- 7.3 If the contract and your enrolment have been terminated, your entitlement to a refund of Course fees and/or other fees will be in accordance with The Academy of Northern Ballet Fees Policy.
- 7.4 On termination of the contract and your enrolment, you must return your door pass and any other property owned by the Academy to the designated staff member at the Academy. If you are uncertain about this, you should contact the Academy immediately to seek clarification about returning such property.

8. Interruption of studies

- 8.1 You may be permitted to intermit your studies (also known as ‘interruption of studies’), with permission from The Academy of Northern Ballet in accordance with the academic

regulations and the requirements of your Course. All periods of intermission count towards the maximum period of time for the completion of your Course.

- 8.2 The Academy of Northern Ballet may, on occasion and in line with the Student Engagement & Support Through Studies policy, the academic regulations and the requirements of your Course, require you to suspend your studies if it determines that you are not able for any reason to adequately participate in your Course.
- 8.3 During the intermission of your studies, The Academy of Northern Ballet may make adjustments to your Course, in line with the terms outlined in conditions 17 and 18. You will be consulted where changes may substantively affect your Course as soon as it is practicable for The Academy of Northern Ballet to do so.
- 8.4 If your enrolment is interrupted or terminated for whatever reason including intermission of studies, this may affect any bursary or financial assistance awarded to you, and / or any visa issued to you.

Fees and Costs

This section sets out key conditions relating to fees. You should consult the Fees & Course Deposits Policy and the relevant Course Summary document for full information on fees.

- 8.5 It is important that you read the Fees Policy carefully as this sets out the respective rights and obligations of you, The Academy of Northern Ballet, including but not limited to circumstances in which sums paid to The Academy of Northern Ballet will be refunded. It also sets out the potential consequences if you fail to make payment, which includes (for unpaid academic fees and charges) the academy's ability to terminate your registration and this contract, and/or to withhold awards. In addition, non-payment of academic or non-academic fees and/or charges could result in The Academy of Northern Ballet taking legal action against you to recover outstanding amounts.
- 8.6 The Academy of Northern Ballet may require you to pay a Course Deposit to confirm the offer of a place on the Course. Please see the Fees & Course Deposits Policy for further information.

Course fee status

- 8.7 The Course fee status of individual applicants will be determined prior to an offer being made of a place to study on an Academy of Northern Ballet Course of study. The Course fee status will be assessed and determined by The Academy of Northern Ballet. Course fee status will be set as either 'Home' or 'Overseas' and will be confirmed at the point of offer, in the offer letter.

Fee increases: Students paying Home fees

- 8.8 For students paying Home fees who are new entrants to an Academy of Northern Ballet course of higher education in 2025/26 or new entrants to a course in subsequent years, the

Course fees confirmed in your offer letter may be increased in further years of study by an amount determined in accordance with measures set by Government. Any such increased fees will not exceed the fee cap current in respect of the relevant period. For more information, please consult the Fees & Course Deposits Policy.

- 8.9 The above term applies to all students paying Home fees, whether you are funded via the Student Loans Company or an equivalent funding body, or you are self-funded.

Fee increases: Students paying Overseas fees

- 8.10 For students paying Overseas undergraduate fees who are new entrants to an Academy of Northern Ballet course of higher education in 2025/26 or new entrants to a course in subsequent years, the Course fees confirmed in your offer letter may be increased in further years of study but will not exceed 5% in any one year

Associated additional Course costs

- 8.11 Any associated additional costs shall be set annually by The Academy of Northern Ballet and published in the relevant course summary document. Course summary documents can be accessed on the website.

Additional costs

- 8.12 Course fees do not include some personal materials, such as practice clothes/kit, I.T and books. You should look on the relevant Course Summary Document for your course for more information on additional costs.

Payment of fees

- 8.13 It is your responsibility (and the responsibility of your parent / guardian / named responsible adult if you are under 18) to ensure that all deposits, tuition and other Course fees and charges payable to The Academy of Northern Ballet are paid when due. Your offer letter will state the amount of Course fees that you will be required to pay. Where it is agreed that fees may be paid in instalments, these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of an Academy of Northern Ballet to a different schedule of instalments, Course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the Fees Policy.
- 8.14 If you are paying your Course fees with a government-sponsored loan, you must provide proof to The Academy of Northern Ballet and NSCD before enrolment that you have the necessary finance in place. If you are not able to provide proof, The Academy of Northern Ballet and/or NSCD may require that you pay the first instalment of your fees yourself.
- 8.15 Where The Academy of Northern Ballet exceptionally permit attendance whilst a Course fee instalment is outstanding, the period of attendance with outstanding Course fees will not normally exceed one month from the date that the instalment is due. Where an alternative instalment plan has not been agreed The Academy of Northern Ballet reserve the right to

suspend or withdraw the student in accordance with Section 10 of these Terms and Conditions for non-payment of Course fees. Please note that if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment.

- 8.16 If you do not pay Course fees in accordance with these terms, The Academy of Northern Ballet reserves the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any Course fee debt is paid or cancelled by The Academy of Northern Ballet in accordance with its Fees Policy. If you cease to be a student of NSCD, because for example you withdraw or The Academy of Northern Ballet or NSCD terminates your registration, you may still be liable for any Course fees and/or other charges which are outstanding, in accordance with the Fees & Course Deposits Policy.

9. Risk of Injury and Health Insurance

- 9.1 The Academy of Northern Ballet aims to provide a well-maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, The Academy of Northern Ballet understand and comply with their legal obligations to act reasonably to safeguard the health and safety of their students.
- 9.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the Academy's Codes of Practice. You are required to take care in ensuring your own safety and the safety of those around you, to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained, and to report any issues with Academy equipment or premises as soon as reasonably practicable to a member of Academy staff.
- 9.3 You should be aware that the majority of The Academy of Northern Ballet Courses of study and their assessments can be physically demanding. In addition, dance and theatre skills by their very nature include elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. For this reason you may wish to consider taking out private health insurance to support you with any medical treatment that you may require.
- 9.4 Health care can be obtained free of charge from the NHS for 'home students'¹ and is covered by the Health Surcharge for overseas students but waiting times for treatment are unpredictable and may result in disruption to and interruption of your studies. Long periods of absence may result in you being unable to complete your course. You are advised to consider taking personal medical/health insurance.

10. Personal equipment and other property

- 10.1 The Academy of Northern Ballet can accept no responsibility or liability for loss or damage to your equipment or other property which is incurred at the Academy or otherwise in the course of your studies

11. Intellectual property

- 11.1 Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trademarks, rights in designs, rights in computer software, database rights and other intellectual property rights, whether registered or unregistered.
- 11.2 If you are studying for an undergraduate or taught postgraduate degree, unless agreed otherwise, you shall own any intellectual property you generate and provide to The Academy of Northern Ballet during your course.
- 11.3 By signing these Terms and Conditions you are agreeing to The Academy of Northern Ballet using photographic images and/or recordings for publicity/marketing/other legitimate purposes (such as demonstrating the training of the various artistic disciplines delivered by The Academy of Northern Ballet). You may withdraw your consent for us to use these images/recordings at any time by writing to The Academy of Northern Ballet via email.

12. Data Protection

- 12.1 The Academy of Northern Ballet (“Controller”) collect, hold and otherwise process ‘personal data’ which may include sensitive personal data known as ‘special category data’ as defined by the Data Protection Act (2018) and the General Data Protection Regulations (2018) about applicants and students of The Academy of Northern Ballet which is provided to them by you (or which is otherwise received from third parties) for their own, separate purpose(s), in accordance with the Controller’s Data Processing Statement.
- 12.2 For all Courses of Study validated by Northern School of Contemporary Dance, essential data will be shared with them as Lead Provider in accordance with requirements from the Office for Students and the Higher Education Statistics Agency.
- 12.3 This personal information is generally processed by the Controller for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies, including to the regulator (the Office for Students) and agencies of UK Government (e.g. as a condition of leave to remain in the UK).

13. Safeguarding and Communication with Parents

- 13.1 The Academy of Northern Ballet has a policy on safeguarding children and adults at risk, and on communication with the parents / guardians / named responsible adults of students who are under 18 years of age or in a vulnerable position. Full Safeguarding Policies can be found on the Academy of Northern Ballet’s website.

14. Choice of Course activities

- 14.1 Subject to condition 18 (events outside our control) and our rights to make changes to

Courses and/or to these terms and conditions under conditions 17 and 18, The Academy of Northern Ballet will deliver Courses as set out in the current course summary document. However, you should note that the structure of Courses of study at The Academy of Northern Ballet can often require students to undertake a number of small group performance projects and similar activities, and you may on occasion be asked to express preferences for which of the available group performance projects or similar activities you wish to undertake. Whilst The Academy of Northern Ballet undertake to provide each student with an appropriate range of opportunities throughout the duration of the course as set out in the published information including course summary, The Academy of Northern Ballet does not guarantee to accommodate the individual preferences of students in its allocation of performance projects or similar activities to students, although it will make reasonable endeavours to meet student preferences. Consequently, you may not get to take part in the group performance projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, The Academy of Northern Ballet will not be in breach of the contract.

15. Course changes, discontinuance, suspension and non-provision

- 15.1 If it reasonably considers it to be necessary, The Academy of Northern Ballet may make reasonable changes to the content, syllabus, mode of delivery or assessment, and/or timetable of Courses set out in the course summary document which:
- 15.1.1 are not material to the overall learning outcomes of the course (for example, moving the timing of a particular module or project within the year, or a change in the staff delivering the module or project);
 - 15.1.2 will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
 - 15.1.3 are caused by matters outside our control (as set out in condition 18); and/or
 - 15.1.4 are in order to comply with changes in the law and/or the instructions of the School's regulators (such as the Office for Students) and/or professional body.
- 15.2 The Academy of Northern Ballet may discontinue, suspend and/or not provide Courses if there are insufficient numbers of student enrolments to make a Course viable and/or for any reason outside The Academy of Northern Ballet's control (as set out in Condition 19). Where relevant, the Student Protection Plan may apply.
- 15.3 Where changes are to be made to Courses in accordance with condition 18.2 which are not significant, The Academy of Northern Ballet will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies.
- 15.4 In the unlikely event that The Academy of Northern Ballet changes a Course significantly:
- 15.4.1 The Academy of Northern Ballet will, following suitable consultation with affected

students, take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your studies (if you are affected by the change);

15.4.2 you will be entitled to withdraw from the Course by informing the The Academy of Northern Ballet of this intention;

15.4.3 If you withdraw from Course, The Academy of Northern Ballet may (if reasonable to do so), refund Course fees and/or deposits paid in accordance with the NSCD Refunds and Compensation Policy (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis) and

15.4.4 where reasonably practicable, The Academy of Northern Ballet will support students to transfer to another provider in line with the NSCD Transfer Statement.

15.5 In the unlikely event that The Academy of Northern Ballet discontinues, suspends and/or does not provide a Course:

15.5.1 The Academy of Northern Ballet will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change);

15.5.2 The Academy of Northern Ballet will review the decision in accordance with the Student Protection Plan to determine appropriate refunds of Course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and

15.5.3 Where reasonably practicable, The Academy of Northern Ballet will facilitate a move to an alternative course within NSCD or with another provider

16. Other changes to the contract

16.1 The Academy of Northern Ballet, or Northern School of Contemporary Dance may from time to time revise the terms and conditions of the contract including the rules, regulations, policies and procedures referred to in these terms and conditions:

16.1.1 in circumstances where The Academy of Northern Ballet or NSCD reasonably considers this to be necessary for the enhancement of its provision in the best interests of students and/or for the appropriate management of its resources and/or its student community;

16.1.2 in circumstances which are caused by matters outside our control (as set out in condition 18); and/or

16.1.3 in circumstances which reflect changes in relevant laws; and/ or

16.1.4 in the event of changes to the requirements of the Academy or School by regulators (e.g. the Office for Students) and/or professional bodies; and/or

- 16.2 Where changes are made to the terms and conditions of the contract under condition 17, 18 or 19, where necessary we will undertake suitable consultation with students and take all reasonable steps to communicate and explain these changes you with as much notice as possible.
- 16.3 It may also be necessary for The Academy of Northern Ballet to make changes to these terms and conditions, including to respond to the factors identified under condition 17 'Course changes, discontinuance, suspension and non-provision'. Where changes are made, these will normally be brought into effect at the start of the next academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will notify students of any proposed changes to these terms and conditions as soon as is reasonably practicable and will seek student agreement to significant change (as defined in Section 17 of these Terms and Conditions).

17. Events outside our control

- 17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control. Notwithstanding this, The Academy of Northern Ballet will take all reasonable actions to minimise and mitigate disruptions to the educational delivery caused by such events.
- 17.2 An event outside our control means any act or event beyond our reasonable control, including without limitation:
- 17.2.1 strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);
 - 17.2.2 acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;
 - 17.2.3 war (whether declared or not) or threat or preparation for war; riot, civil commotion, invasion;
 - 17.2.4 riot, civil commotion, invasion;
 - 17.2.5 an actual, suspected or threatened act of terrorism;
 - 17.2.6 fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;
 - 17.2.7 national emergencies;
 - 17.2.8 breakdown of plant or machinery;

17.2.9 default of suppliers and/or sub-contractors; or

17.2.10 failure of public or private telecommunications networks.

17.3 If an event outside our control takes place that affects the performance of our obligations under the contract:

17.3.1 we will contact you as soon as reasonably possible to notify you; and

17.3.2 our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of services to you, we will resume the services as soon as reasonably possible.

18. Complaints procedure

18.1 The Academy of Northern Ballet and Northern School of Contemporary Dance welcome feedback on your experience of being a student and we look to make improvements where we can. If you have a complaint after you have enrolled as a student, you may make a complaint using the relevant Student Complaints Procedure. If you are not satisfied with the final decision regarding that complaint, you may be able to make a complaint to the Office of the Independent Adjudicator (<http://www.oiahe.org.uk>).

19. Notices

19.1 If you have any questions about the contract or any of these terms and conditions, please contact the Head of Programme, Annemarie Donoghue; Annemarie.donoghue@northernballet.com

19.2 In the event that you need to contact The Academy of Northern Ballet, please send your communication by email or in writing to the named Academy contact as named in your offer letter.

19.3 If The Academy of Northern Ballet needs to contact you by email or in writing, such communication will be sent to the last contact email address or postal address provided by you to The Academy of Northern Ballet. It is your responsibility to ensure that the contact email address and postal address that The Academy of Northern Ballet hold for you on file are kept up to date.

20. Your right to cancel within the first 14 days

20.1 Your right to cancel in this condition 23 is additional to your right to withdraw from the Programme (as set out in condition 8 above).

20.2 When we confirm your place on a Course of study at The Academy of Northern Ballet a legal contract is formed with The Academy of Northern Ballet (as explained in Section 3 of these Terms and Conditions). For the avoidance of doubt, your place on a Course of study at The Academy of Northern Ballet is only confirmed when you receive, in response to your

acceptance of The Academy of Northern Ballet's offer of a place, an email from The Academy of Northern Ballet confirming that you have been accepted onto the Course.

20.3 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days of the date of The Academy of Northern Ballet's written confirmation of your place on the course without giving any reason.

20.4 **The cancellation period will expire after 14 days from the day of the conclusion of this contract.**

Exercising the right to cancel

20.5 To exercise the right to cancel, you must inform us of your decision to cancel this contract by written notification, normally submitted by e-mail. You should exercise your right to cancel by notifying the Academy by emailing the contact details provided in your offer letter. You may use the attached model cancellation form for these purposes (Appendix 1 to these Terms and Conditions).

20.6 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

20.7 If you cancel this contract within the 14-day cancellation period, we will reimburse to you all payments received from you.

20.8 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

21. Other important terms

21.1 The contract is governed by English law and subject to the non-exclusive jurisdiction of the English courts.

The Academy of Northern Ballet
Terms and Conditions
Appendix 1 Model Cancellation Form

This form may be used to cancel the contract with The Academy of Northern Ballet for a place on a Course of higher education.

In order to cancel the contract:

- Complete this form;
- Within 14 calendar days of the date that your acceptance of a place was confirmed, email the completed form to: MAadmissions@northernballet.com.

STUDENT NOTIFICATION OF CANCELLATION OF CONTRACT

I ['student name'] hereby give notice that I
cancel my contract for the supply of the following service: Course of Higher Education level study.

Programme of study applied for:

.....

Date I originally confirmed my acceptance of the offer:

Date the Academy confirmed my place following my acceptance of the offer:

Name of student:

Address of student:

Reason for cancellation:

.....

Signature of student:

Date this form was completed and signed: