

Subcontractual Provision Student terms and conditions

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCEPT AN OFFER OF A PLACE AT THE UNIVERSITY.

THESE TERMS TELL YOU HOW THE UNIVERSITY WILL PROVIDE SERVICES TO YOU, HOW THE CONTRACT MAY BE CHANGED OR ENDED, THE LIMITS OF THE UNIVERSITY'S RESPONSIBILITIES, WHAT TO DO IF THERE IS A PROBLEM, AND OTHER IMPORTANT INFORMATION. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT ADMISSIONS@CHI.AC.UK.

1. Your Student Contract

1.1. Your programme is delivered by a delivery partner on behalf of the University, you will be enrolled as a student of the University but your programme will be taught and delivered by the delivery partner. Your academic award will be conferred by the University, and the University shall remain responsible for the academic standards of your award. The University shall procure the delivery of your programme through the delivery partner.

1.2. Unless the context requires otherwise, reference in these terms to "we", "us" or the "University" shall include the delivery partner. Details of the delivery partner will be set out in your offer. In addition to the terms set out in this document, you will be subject to delivery partner terms which are appended to these terms and conditions at Appendix 2, which will explain any additional arrangements that apply to your programme.

1.3. [These terms do not replace any separate student contract with the delivery partner. You must also accept and comply with the delivery partner's contract, academic regulations and policies.]

1.4. The delivery partner's contract governs matters within the delivery partner's responsibility, including admissions administration, local programme delivery, attendance expectations, facilities, student support, conduct, health and safety, safeguarding, deposits, local charges and extra-curricular activities. This contract with the University governs your registration with the University, tuition fee liability to the University, academic regulations, academic assessment,

progression, academic appeals and the conferral of your award.

1.5. Your contract with the University is made up of:

- a) the terms in this document;
- b) the University Commitment Charter;
- c) the programme information on the University and partner website;
- d) the Programme Descriptor, describing the programme, its modules, learning outcomes, assessment tasks;
- e) your offer from the University and, where applicable, from UCAS/DfE; and
- f) the University's Regulations and Policies (see below).

1.6. You must review each of the above, and the appended delivery partner's terms, before accepting an offer from or made on behalf of the University as they contain important terms which will be binding on you once you accept.

2. Your offer and the formation of your contract

2.1. Your offer from the University is the University's formal offer of a place ('**your offer**'). Your offer may be made by the University direct or may be made by the delivery partner on the University's behalf. If you are applying for a full-time undergraduate programme, you will also be notified of your offer via UCAS.

2.2. If you are applying for a full-time undergraduate programme, you will enter into your contract with the University either:

- a) when you accept your offer as your "firm choice" via UCAS; or

- b) if you accept your offer as your “insurance choice” via UCAS, when your “insurance choice” becomes your “firm choice” (i.e. because you did not get the required grades for your original “firm choice”).
- 2.3. If you are applying for a postgraduate or a part-time programme (including apprenticeships), you will enter into your contract with the University when you accept your offer.
- 2.4. Your offer may be conditional (for example, we may set minimum required grades, or it may be subject to your getting an appropriate visa). These pre-conditions must be fulfilled before the contract between you and the University becomes binding.
- 2.5. If these pre-conditions are not fulfilled, the University will not be obliged to accept you for registration. However, where possible, we will still work with you to find a way for you to join our community.
- 2.6. The pre-conditions which apply to you will be set out in your offer or, if you are applying to be an undergraduate student, through UCAS.
- 2.7. You may also have other contracts with which you need to comply, such as for your accommodation, financial support or for insurance of your belongings. These are separate contracts, independent of this contract with the University.
- 3. Your right to cancel your contract**
- 3.1. If you change your mind about accepting your offer, you have the right to cancel this contract without needing to give any reason and without tuition fee liability. This right must be exercised before the end of week two of tuition on your programme (the “**Cancellation Period**”).
- 3.2. Refunds will be paid in accordance with the University’s Refund and Compensation policy. Links to these are set out at <https://www.chi.ac.uk/about-us/policies-and-statements/academic-and-student-support/>.
- 3.3. You may wish to seek advice and guidance from the University’s Student Support Services before cancelling your contract to ensure that you are making an informed decision and have explored all of your options.
- 3.4. To cancel your contract prior to enrolment, please contact the University’s Admissions Office with a clear statement to that effect by email to admissions@chi.ac.uk. You may use the model cancellation form available at Appendix 1 of these terms, but you are not required to do so.
- 3.4.1. You may withdraw from your contract at any time following enrolment, by contacting the University’s Academic Registry who will advise you on the withdrawal process. The process is set out in the online student handbook, available at ipps.chi.ac.uk/services/handbooks/student/ContentDetails.cfm?Subject=WITHDRAWAL. The Academic Registry may be contacted by email to sturecords@chi.ac.uk. You may use the model cancellation form available at Appendix 1 of these terms, but you are not required to do so.
- 3.5. If you withdraw from your programme within the Cancellation Period, the University will refund any tuition fee payments received from you, in accordance with the University’s Refund and Compensation Policy.
- 3.6. If you withdraw from your contract after the expiry of the Cancellation Period, withdrawal is likely to have financial consequences. Please refer to the University’s Refund and Compensation Policy for further detail.
- 4. University Regulations and Policies**
- 4.1. By accepting your offer, you agree to comply with the University’s Regulations and Policies, in addition to the delivery partner’s regulations and policies as listed in the appended terms. Links to the University’s policies are set out here: (<https://www.chi.ac.uk/about-us/policies-and-statements/>).
- 4.2. By accepting your offer, you agree that the University may take disciplinary action against you for breach of its Regulations and Policies. Such action would take place under the applicable procedure and could result in sanctions against you including fines, suspension or expulsion (i.e.,

termination of your contract with the University; see below).

5. Your Responsibilities

5.1. In particular, and without limiting your obligation to comply with all parts of your contract, it is your responsibility:

- a) to act as a responsible member of the University's community and treat other members of the community and the public with courtesy and respect;
- b) to progress your own academic studies, by submitting work when required to do so, meeting University deadlines and attending classes and lectures;
- c) to seek help or raise concerns if you are having difficulty in any area of your academic or pastoral life. A wide range of support is available from your department, central University services, fellow students and the Students' Union. Further details of whom to contact are set out on our website at www.chi.ac.uk/study-us/student-services;
- d) to follow good academic practice, following the University's policies on plagiarism, academic integrity in research and conflicts of interest. More information is available in the University's Academic Regulations, available at <https://www.chi.ac.uk/about-us/policies-and-statements/academic-quality-and-standards/>;
- e) to ensure that your fees and other charges are paid when they are due (please note that you are ultimately responsible for any non-payment even if your fees are being paid by someone else); and
- f) to comply with any regulations relating to your conduct required by the relevant professional regulatory body (such as fitness to study, fitness to practise or disclosure and barring service checks for students studying certain subjects) where your programme leads to a professional qualification or accreditation. If you fail to meet these requirements, you may be unable to continue your programme. More detail is available

from your department and will be set out in your Programme Descriptor.

6. Fees and Payment

- 6.1. Details of the tuition fees you will have to pay to the University are set out on the University's website at www.chi.ac.uk/study-us/fees-finance, and will also be set out in your offer letter.
- 6.2. Many programmes last several years, and the University reserves the right to increase your tuition fees each year, reflecting the changes in the costs of delivering the programme, to improve the educational services the University provides to you, and changes in government funding. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew the University's facilities (for example, buildings, IT and library facilities) and inflation. The fees that you will need to pay in any one academic year will be published in advance. Normally this will be by October of the previous year.
- 6.3. In any event, a tuition fee increase for a returning or continuing UK undergraduate or PGCE student whose programmes are subject to regulated or capped tuition fees, shall not exceed the maximum tuition fee cap imposed by the Government from time to time, which the Government has indicated will rise with inflation (and it is anticipated the measure of inflation used will be RPIX or the RPI All Items Excl Mortgage Interest).
- 6.4. Additional programme costs (e.g. the cost of materials or field trips), where they are known to us at the start of the year, will be stated in your offer letter. Other costs, such as printing, depend on the choices that you make after registration and therefore cannot be accurately estimated at the beginning of your programme. Details will be available to you before you commit yourself to these costs. These costs will usually increase annually.
- 6.5. If your fees are being paid through a government loan system, we will arrange payment directly with the appropriate agency.
- 6.6. If you are a self-funded student paying your fees directly, your fees will be due on or before the

start of the academic year. You can choose to pay your fees for the year in two equal instalments, provided this has been agreed by the University in advance.

- 6.7. Further details of payment terms for self-funded students and sponsored students by a third party other than the Student Loans Company is set out in the University Tuition and Accommodation Fees policy.
- 6.8. It is your responsibility to make arrangements to pay your tuition fees in accordance with the payment terms set out in University Tuition and Accommodation Fees policy and outlined in these University terms. You are personally liable for your tuition fees and any additional costs, even if someone else pays them on your behalf.
- 6.9. All payments must be made using one of the University's advertised payment methods (available here: [How to Pay - University of Chichester](#)). We reserve the right to withdraw your offer where any payment made by you to the University is reported to the University by the card acquirer as being fraudulent.
- 6.10. Failure to pay fees and charges when due may lead to sanctions, including suspension or termination of your student contract. Any sanctions will be applied in accordance with the section 9 and 10 of the University Tuition and Accommodation Fees policy, available at: www.chi.ac.uk/app/uploads/2023/05/Student-Tuition-and-Accommodation-Fees-Policy.docx

7. Changes to programmes

- 7.1. Once you have accepted your offer, whilst the University will seek to deliver your programme in accordance with the description set out in your Programme Descriptor, circumstances may arise where it is necessary for the University to make changes in programme provision, either before or after your registration. Examples of where changes may be made or required are (without limitation):

- 7.1.1. where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;

- 7.1.2. where a Force Majeure Event, campus redevelopment or restructuring of the University means that teaching locations change to a different site;

- 7.1.3. where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the University is required to operate because of changes to a professional body's requirements, or changes to laws/regulations;

- 7.1.4. where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements are provided;

- 7.1.5. where the University decides for academic or operational reasons to revise the compulsory or optional modules that are available on your programme; and/or

- 7.1.6. due to a Force Majeure Event, it may sometimes be necessary to vary the content of the programme or modules or services as described in the Programme Descriptor.

- 7.2. The University and the delivery partner are committed to providing appropriately qualified staff to teach its programmes but it does not commit to ensuring that any individual will teach on any given programme. Where these members of staff leave the University or the delivery partner, take leave or otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by the University.

8. Closure of programmes

- 8.1. Once you have accepted the University's offer, whilst the University will use all reasonable endeavours to deliver your programme in accordance with the contract, circumstances may arise where we are required to close your programme. Examples of where programme closure may be made or required are (without limitation):

- 8.1.1. where a key member of staff is no longer available (e.g. through illness or

resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of the University's staff, or by other resources (temporary staff) that the University would normally engage in such circumstances;

8.1.2. where a Force Majeure Event, campus redevelopment or restructuring of the University means that a teaching location becomes unavailable; or

8.1.3. there are an insufficient number of students enrolled on the programme meaning the continued running of the programme is financially unviable and/or would lead to an unacceptable student experience.

8.2. Any refund or compensation application in relation to a programme closure would be considered in accordance with the University's Refund and Compensation Policy.

9. Consequences of changes to programmes or closures of programmes

Changes to programmes before registration

9.1. If the University has to change your programme, the University will use all reasonable endeavours to ensure that changes are kept to a minimum, but if the University needs to make any substantial changes to your programme (as against the commitments made in your offer and/or Programme Descriptor and as reasonably determined by the University) before you register at the University, it shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended programme, you may either:-

9.1.1. terminate the contract and/or withdraw your application for the programme without any liability to us for tuition fees and with the University issuing you a full refund of any and all tuition fees paid; or

9.1.2. transfer to another programme (if any) as may be offered by us for which you are qualified.

Changes to programmes or closure of programmes post enrolment

9.2. Where changes or programme closure is proposed or have to be made for the reasons outlined in clauses 7 and 8 above, the University will take all reasonable steps to minimise disruption to students (including where your programme is closed and the University is unable to complete delivery of your programme, using reasonable efforts to, with your consent, transfer you to a new programme (i) at the University for which you are qualified; or (ii) at an alternative higher education provider).

9.3. In the case of minor changes as reasonably determined by the University (for example, changes to module title or minor variations to module content), the University will use all reasonable efforts to keep changes to a minimum and to keep you informed appropriately, for example by email or via notifications on the intranet.

9.4. In the case of substantial changes as reasonably determined by us, before implementing any such changes, we will (where possible and appropriate) consult with students to seek their views on the changes/ proposals and any potential alternatives or steps to minimise the impact on students. Changes to the availability of optional modules, or changes to students' benefit will not normally be "substantial".

9.5. If we make substantial changes to your programme (as against the commitments made in your offer and/or Programme Descriptor and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue to study on your programme, you must notify us of this in writing, following which we may offer you a suitable alternative programme for which you are qualified.

9.6. If you agree to transfer to an alternative programme as may be offered to you by the University (and for which you have the requisite qualifications), you will only be liable to pay the lower of the total tuition fee for the original programme, or the alternative programme, and we will reimburse you if there is any difference in the total tuition fees.

9.7. If you are unhappy with the alternative programme we offer you or we are unable to offer you a suitable alternative programme, you may end your contract with immediate effect in accordance with clause **Error! Reference source not found.** The effect of terminating your contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund and/or compensation is due (with reference to the University's Refund and Compensation Policy).

9.8. You should consider your options carefully before terminating your contract in such circumstances. You may for example want to contact other institutions about whether you might be able to complete your programme with them. You may also want to consider other matters such as accommodation and travel costs.

10. Changes to other parts of your contract

10.1. The University may amend or update the University Commitment Charter, its Regulations and its Policies from time to time in order to ensure that the University operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students.

10.2. Changes to the University Commitment Charter, its Regulations and its Policies will be appropriately notified to students via email or the website (available at www.chi.ac.uk/search/course-search/why-chichester/student-contract).

10.3. Any changes made under this clause 10 will normally come into effect at the start of the next academic year. The University will take all reasonable steps to minimise disruption to students wherever reasonably possible.

11. Communication

11.1. Before registration, the University will contact you using the details you have provided for the purpose. After registration, the University will contact you by email using your University email

address or by means of the student intranet (known as Moodle) and you should therefore check both on a regular (at least daily) basis. As a registered student of the University it is your responsibility to ensure that your online record, held by the University, always has your most up to date residential addresses and contact details, both permanent and local/term-time.

12. IT equipment

12.1. Students may connect personal IT equipment to the University network as set out in the Electronic Information Security Policy, available at www.chi.ac.uk/about-us/policies-and-statements/it-information-and-web

13. Complaints

13.1. If there is something you are unhappy about, please tell us straight away so that, if possible, we can put it right. Complaints are handled as follows:

13.1.1. for complaints relating to the delivery partner's roles and responsibilities (as set out in clause **Error! Reference source not found.**) you should use the delivery partner's complaints policy and procedure in the first instance; and

13.1.2. for complaints relating to the University's roles and responsibilities (as set out in clause **Error! Reference source not found.**) you should use the University's complaints policy and procedure.

13.2. If you are an applicant to the University and have concerns about the way your application was handled you may have recourse to the Feedback, Appeals and Complaints Procedures in the University Admissions Policy, available at www.chi.ac.uk/about-us/policies-and-statements/academic-and-student-support.

13.3. Once you have registered as a student you are entitled to raise any concerns with any aspect of the University's roles and responsibilities in the service by means of the Student Complaints Procedure set out in Section 3 of the Academic Regulations, available at www.chi.ac.uk/about-us/policies-and-statements/academic-quality-and-standards.

13.4. If you have a complaint and you are unsure which procedure applies, or where a matter raises issues under both the University's and the delivery partners procedure, you should contact the delivery partner in the first instance who will explain which procedure will be used and why.

13.5. If, further to your complaints, you have followed the complaints procedure(s) listed above and you are still unhappy with the outcome of your complaint, you may be able to refer it to the Office of the Independent Adjudicator (OIA). Full details of how the OIA works can be found here: <https://www.oiahe.org.uk/>.

14. Students' Union

14.1. The University of Chichester Students' Union is an independent organisation which supports and represents students of the University.

14.2. On registration with the University, you will automatically be registered as a member of the Students' Union unless you notify us that you do not wish to register. Details of the procedures for opting-out of membership and other information relating to the Students' Union are available on the student intranet (Moodle), at moodle.chi.ac.uk/.

15. Intellectual property

15.1. Any intellectual property created by you during your programme of studies belongs to you unless agreed otherwise in writing between you and the University. By accepting your offer you do, however, grant the University permission to use your work or copies of your work (digital or otherwise) for academic, teaching, research and marketing purposes. For further guidance, please refer to the Students' Guide to Intellectual Property, available at www.chi.ac.uk/about-us/policies-and-statements/academic-and-student-support.

16. Personal Data

16.1. By accepting your offer, you agree to the University collecting and using your individual personal data, including, where you provide it to the University, your special category data. This will be done in accordance with all current data protection legislation and as set out in the University's Privacy Standard and applicable

Privacy Notices, which are available at www.chi.ac.uk/about-us/policies-and-statements/data-protection. You also acknowledge and agree that the University may share your personal data (including, where relevant, special category data) with the delivery partner to the extent necessary for the purposes of administering and delivering your programme, and that the delivery partner may process such data in accordance with its own privacy notice, a copy of which will be made available to you by the delivery partner.

17. Health and safety

17.1. The University of Chichester will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities.

17.2. You must make yourself aware of the safety rules applying to the buildings you use, your programme and your department; read the safety notices, the student intranet (Moodle) and know what to do in the event of a fire, and be aware of at least two escape routes from any area you occupy.

17.3. Further information on your rights and responsibilities may be found in the Health and Safety Policy, available at www.chi.ac.uk/about-us/policies-and-statements/health-and-safety.

18. Insurance

18.1. You must ensure that you have adequate insurance cover for your personal belongings (including mobile phones, electronic devices, computer equipment, bicycles, motor vehicles (where permitted) before bringing them to the University. In certain circumstances you may be required to obtain other types of insurance, for example, medical insurance or professional indemnity cover.

19. Liability

19.1. The University is responsible for direct loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill in providing your

programme and any associated services (except to the extent that such loss or damage is attributable to your own fault or the fault of a third party).

- 19.2. The University is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with the University before entering into the contract.
- 19.3. The University does not exclude or limit its liability to you in any way where it would be unlawful to do so. This includes liability for death or personal injury caused by the University's negligence or the negligence of the University's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your statutory rights in relation to this contract including your statutory right to receive services which are as described and supplied with reasonable skill and care and any other liability which cannot be limited or excluded by law.
- 19.4. Except as set out in clause 19.3 above, the University is not responsible for:
- a) damage to your property (including to personal I.T. equipment, vehicles and bicycles) unless caused by the University's negligence;
 - b) any loss of opportunity or loss of income or profit, however arising;
 - c) any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these terms and conditions, if such failure or delay is due to a Force Majeure Event, provided the University has complied with its obligations under clause 20; or
 - d) for any injury to a student, financial or other loss or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of the University.

20. Force Majeure

- 20.1. The University will do all that it reasonably can to provide your programme as described on its website and Programme Descriptor issued to you by the University and the delivery partner. Despite taking all reasonable steps to prevent them occurring, and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your programme.
- 20.2. If the University's performance of this contract is affected by an event outside its control, the University will contact you as soon as possible to inform you of this and that reasonable steps will be taken to minimise any impact. The University shall not be liable to you for any failure in the delivery of the programme arising from matters outside its reasonable control, provided the University fully complies with its obligations under this clause 20. Such events may include industrial action which is not within the capacity of the University to resolve, default by third party suppliers or subcontractors, invasion, war, natural disasters, failure of public utilities or transport systems/ networks, severe weather, cyber attack, fire, pandemic or epidemic, civil disorder, government restrictions and concern with regard to the transmission of serious illnesses (a "**Force Majeure Event**").
- 20.3. The University would normally expect such Force Majeure Events to be short term and we will contact you to advise an alternative course of action, where possible. The University shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your programme and the performance of the University's obligations and such mitigations may include (without limitation); altering timetables to reschedule postponed classes, delivering classes via a different method, offering the opportunity where reasonably possible to move to another programme, deferring the start of your programme, delivering the programme in a different way, from another location or online, at another time, delivering a modified version of the same programme, assisting you to transfer to complete the programme at another institution and/or delivering other services and facilities in a different way, from a different location or online.

20.4. If a Force Majeure Event results in the complete inability to deliver your programme for a continued period of six weeks or more then you will be entitled to:

20.4.1. defer your programme, if you have not yet enrolled on to your programme;

20.4.2. interrupt your studies, if you are enrolled on your programme; or

20.4.3. terminate your contract with immediate effect in accordance with clause **Error! Reference source not found.**

20.5. Should you terminate your contract pursuant to clause 20.4, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and the University will act reasonably in making a determination as to whether a full or partial refund and/or compensation is due (with reference to the University Refund and Compensation Policy).

20.6. You should consider your options carefully before terminating your contract, for example whether you are able to transfer any existing academic results to an alternative programme at the University or an alternative higher education institution and you may wish to contact the Student Records team via sturecords@chi.ac.uk to discuss this.

21. Compensation

21.1. Where you terminate your contract pursuant to clauses 7, 8, 9, and 20, you may be entitled to compensation pursuant to the University's Refund and Compensation Policy.

22. Ending your contract

22.1. Your contract with the University will automatically expire when you complete your programme. It may end sooner if you decide to withdraw, or if the University terminates your contract.

22.2. The University may terminate your contract at any time if you commit a material breach of any of its terms (including these terms, the University Commitment Charter, the applicable Programme

Descriptor and the University's Regulations and Policies, all available at www.chi.ac.uk/search/course-search/why-chichester/student-contract). In particular, the University may terminate your contract:

- a) you have failed to meet the conditions of your offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your programme (including by way of the University discovering you have provided false, inaccurate or misleading information in your application to the University);
- b) if you acquire a relevant criminal conviction;
- c) if you fail to register at the start of each academic year or to meet attendance requirements;
- d) you break the contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so;
- e) if you fail a mandatory assessment or placement where there is no opportunity to retake; or you have failed to meet the requirements of your programme or fail to make sufficient academic progress, as set out in the University's academic regulations or policies, procedures and codes (including without limitation, in respect of your attendance and academic results);
- f) a Force Majeure Event prevents us from providing your programme for longer than one term or 16 weeks (whichever is shorter); or
- g) if you fail to pay your tuition fees by the required deadline, and within [30] days of the University notifying you that your fees are outstanding.

22.3. The University may terminate your contract in accordance with clause 22.2 and you may be charged pro rata tuition fees, in accordance with the University's Refund and Compensation Policy. If you are a self-funded student, we will invoice you for any outstanding tuition fees, which will be payable within 14 days of the date of the invoice. Upon your request, we will refund any tuition fees

which you have overpaid in accordance with the University's Refund and Compensation Policy and, once approved, within a maximum of three weeks of the date of approval.

- 22.4. If the contract has been terminated (for any reason), you will no longer be entitled to attend lectures, classes or seminars, use our facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the University.

23. Deferrals

- 23.1. A deferral means delaying the start of your accepted place to a later intake. Deferrals apply before enrolment. If you are already enrolled and wish to take a break from study, this will normally be treated as intermission or interruption of study under the relevant University procedure.
- 23.2. Deferrals are not automatic and are considered on a case-by-case basis. If you wish to request a deferral, you must contact Italia Conti Admissions as soon as possible and before enrolment. Where University approval is required, Italia Conti will liaise with the University of Chichester in line with the University's Admissions Policy, Student Contract and any relevant admissions requirements.
- 23.3. A deferral request may be approved, refused, or approved subject to conditions. In making this decision, we may take into account the reason for the request, the timing of the request, whether you have met or are expected to meet the conditions of your offer, programme availability, capacity, audition or interview validity, right to study requirements, visa or immigration requirements, safeguarding or fitness to train considerations, and any University requirements.
- 23.4. If your deferral is approved, we will confirm the decision in writing. The confirmation will explain the deferred start date, any conditions attached to the deferral, any requirements that must be refreshed before entry, the applicable tuition fee position, and how any deposit or fee already paid will be treated.
- 23.5. A deferred place is normally subject to the tuition fees, deposit arrangements, funding rules, policies

and terms and conditions that apply in the academic year in which you actually start the programme. Before you confirm the deferral, we will tell you about any known change to tuition fees, deposit treatment or material terms. If you do not wish to accept the revised fee or material terms, you may withdraw your application and any refund will be handled in line with these Terms and the applicable fees, deposits, refunds and compensation policies.

- 23.6. Deferrals will normally be approved for one academic year only. A further deferral may require a new application, audition or interview.
- 23.7. In rare circumstances, the programme may become unavailable or may change before your deferred start date. If this happens, we will contact you as soon as reasonably possible, explain the change and discuss your options. These may include accepting the changed programme, transferring to a suitable alternative programme where available, requesting a further deferral where permitted, or withdrawing your application. Any refund or compensation will be considered in line with these Terms, the applicable refund and compensation policy, and any relevant University course-change or student protection arrangements.

24. General

- 24.1. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full effect.
- 24.2. This contract is personal to you. You may not transfer any of your rights and obligations under it to someone else. No-one other than you and the University shall have any rights to enforce any of its terms.
- 24.3. Any delay (by you or by the University) in enforcing this contract will not prevent the contract being enforced a later time.
- 24.4. Your contract with the University and any disputes arising from it (including non-contractual disputes) are governed by the laws of England and Wales..

Appendix 1

Model Cancellation Form

UNIVERSITY OF CHICHESTER

To: Student Records

sturecords@chi.ac.uk

I hereby give notice that I cancel my contract for a place on the following Programme:

Programme Name:

Name of prospective student/ student

Application Number

.....

.....

Address of prospective student/ student

.....

.....

.....

.....

.....

Signature of prospective student/ student
(not if sent by email)

.....

Date

.....

ITALIA CONTI

ADMISSIONS AGREEMENT & LOCAL DELIVERY TERMS 2027/28 HE COURSES

A contract is formed between you and Italia Conti Arts Centre Ltd ("**Italia Conti**") from the date you accept your offer made by or on behalf of the University. The contract consists of the following documents:

- this admission agreement and local delivery terms (the "**Terms**");
- Italia Conti's regulations and policies, available here: [/www.italiaconti.com/about-us/policies](http://www.italiaconti.com/about-us/policies); and
- the Programme Handbook.

Your higher education programme (the "**Programme**") is awarded by the University and you will be registered as a student at the University, however your Programme will be delivered by Italia Conti. You will also have a separate student contract (above) (the "**University's Student Contract**") with the University of Chichester (the "**University**"). It is important that you read and understand both contracts, including both the University's and Italia Conti's academic regulations, programme information and relevant Policies and Procedures.

By accepting your offer, you are agreeing to these Terms. These Terms govern matters within Italia Conti's responsibility as the delivery partner, including local delivery of teaching, facilities, services, conduct expectations, attendance expectations, support arrangements, local charges, deposits and extra-curricular activities.

These Terms do not govern matters that are the responsibility of the University, including University registration, tuition fee liability, academic regulations, academic assessment, progression, award and academic appeals, which are governed by your separate student contract with the University.

These Terms do not replace your separate student contract with the University. Where you are unsure which contract or policy applies to a particular matter, you should contact Italia Conti in the first instance and we will signpost you to the correct process.

Please note these Terms do not apply to Trinity Level 6 Diploma programmes, which are subject to separate Italia Conti terms and conditions.

1. HE Awarding Body and Course Information

- 1.1. Where these Terms conflict with the University's Student Contract, academic regulations or academic procedures in relation to University registration, tuition fee liability, academic assessment, progression, award, academic appeals or University complaints, the University's documents will take precedence. Where the issue relates to Italia Conti's local delivery, facilities, support services, conduct requirements, attendance expectations, extra-curricular activities, local charges or operational procedures, these Terms and Italia Conti's Policies and Procedures will apply, unless the University's regulations or the partnership arrangements require otherwise.

- 1.2. Nothing in these Terms limits your statutory rights or any rights you may have under the University's Student Contract, academic regulations, Italia Conti's Policies and Procedures, or any applicable refund and compensation arrangements.
- 1.3. The table below explains the normal division of responsibility between the University and Italia Conti. Some matters may involve both organisations. If this happens, Italia Conti will explain the route that applies and will signpost you to the correct University process where required.

Matter	University of Chichester	Italia Conti
<i>University registration</i>	Responsible for your registration as a University student and your University student contract.	Responsible for local admissions administration and enrolment with Italia Conti.
<i>Degree award</i>	Responsible for the final award of your degree.	Delivers teaching and provides information required by the University.
<i>Academic regulations</i>	Responsible for University academic regulations and academic procedures.	Applies University academic regulations locally where required.
<i>Academic standards</i>	Has ultimate responsibility for academic standards.	Delivers the programme in accordance with University requirements and partnership arrangements.
<i>Teaching delivery</i>	Provides oversight through the partnership arrangements.	Responsible for teaching delivery, timetabling, local learning environment, facilities and operational arrangements at Italia Conti.
<i>Assessment, progression and award decisions</i>	Responsible for academic assessment rules, progression and award decisions.	Supports assessment delivery and provides information, evidence or recommendations where required under University procedures.
<i>Academic appeals</i>	Responsible for academic appeals relating to assessment, progression or award.	Provides first-instance information, support or signposting where required, but cannot override University academic decisions.
<i>HE tuition fees</i>	Responsible for HE tuition fee policy, tuition fee liability and tuition fee refunds.	Does not set or refund University tuition fees unless expressly authorised and clearly stated.
<i>Deposits and local charges</i>	Not responsible for Italia Conti deposits, local charges or extra-curricular fees unless the University's policies say otherwise.	Responsible for any Admissions Deposit, local charges, and extra-curricular fees payable directly to Italia Conti.
<i>Student support and wellbeing</i>	Provides University support services where available and applicable.	Responsible for local student support, wellbeing, safeguarding and reasonable adjustment support at Italia Conti, with University involvement where required.
<i>Student conduct and discipline</i>	May act under University regulations where conduct affects University registration, academic status, progression or award.	Responsible for local conduct, behaviour, discipline and access to Italia Conti premises, activities and services.

<i>Complaints about Italia Conti delivery or services</i>	May become involved where the matter falls under University procedures or cannot be resolved by Italia Conti alone.	Normally responsible in the first instance for complaints about Italia Conti teaching delivery, facilities, support, services, conduct, extra-curricular activities or local operational matters.
<i>Complaints about University services or academic matters</i>	Responsible for University complaints and academic procedures where the issue concerns University services, academic regulations, assessment, progression, award or academic appeals.	Will signpost you to the correct University procedure where required.
<i>Extra-curricular activities</i>	Not normally responsible. University academic appeals do not apply to extra-curricular activities.	Responsible for optional extra-curricular activities and any related complaints, refunds or remedies.

- 1.4. Where Italia Conti provides information about matters such as accommodation, living costs, transport, commuting, employment opportunities, industry links, graduate outcomes or local services, any estimates, examples or indicative figures are provided for general guidance only and are not guaranteed unless expressly stated.

2. Enrolment and Termination

- 2.1. As well as enrolling with Italia Conti you are also required to enrol with the University.
- 2.2. Subject to Italia Conti complying with the Policies and Procedures and, where applicable, the University's academic regulations, if you do not enrol with the University when required to do so, or if your University Student Contract is terminated for any reason by either you or the University, this contract with Italia Conti will automatically terminate.
- 2.3. Italia Conti may terminate this contract at any time if you commit a material breach of any of its terms (including these Terms and the Policies and Procedures). In particular, Italia Conti may terminate this contract if:
- you have failed to meet the conditions of your offer, or it comes to Italia Conti's attention that you have failed to meet or no longer meet the entry requirements of your Programme (including by way of Italia Conti discovering that you have provided false inaccurate or misleading information in your application);
 - if you acquire a relevant criminal conviction;
 - if you fail to register at the start of each academic year or to meet attendance requirements;
 - you break this contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of Italia Conti asking you to do so;
 - if you fail a mandatory assessment or placement (if applicable) where there is no opportunity to retake, or you have failed to meet the requirements of your Programme or fail to make sufficient academic progress, as set out in the University's academic regulations or the Policies and Procedures; or
 - a Force Majeure Event prevents Italia Conti from providing your Programme for longer than one term or 16 weeks (whichever is shorter).
- 2.4. If Italia Conti terminates this contract, the University may also terminate your University Student Contract in accordance with the terms of the University's Student Contract.

3. Students under 18

- 3.1. If you are under 18 on the programme start date, these additional terms apply until your 18th birthday. **"Parent/ Guardian"** means a person with parental responsibility.

- 3.2. Parent/Guardian consent & guarantor: A Parent/ Guardian must (a) consent to your enrolment and participation on the programme, and (b) agree to be jointly and severally liable as guarantor for the programme fees and charges until you turn 18. On and from your 18th birthday you assume primary liability for fees and charges and these Terms continue without interruption.
- 3.3. Communications: You are our primary point of contact. Where you are under 18, we may, where appropriate, share essential information with your named Parent/Guardian about attendance, conduct, welfare, emergencies and material financial matters. Day-to-day academic feedback remains between Italia Conti and you unless you consent or safeguarding concerns require otherwise.
- 3.4. Once you turn 18, we will communicate directly with you and will not normally share information with a Parent/Guardian without your consent, unless required for safeguarding or by law. This does not apply to fee-related communications where a Parent/Guardian is the nominated payer or guarantor, and information may be shared as reasonably necessary to administer payment obligations.
- 3.5. Emergency medical consent: If a Parent/Guardian cannot be contacted promptly, the Parent/Guardian authorises Italia Conti to arrange urgent medical treatment on clinical advice in the event of a medical emergency. We will notify the Parent/Guardian as soon as reasonably practicable.
- 3.6. Off-site activity: Consent is given for reasonable, supervised off-site activities, rehearsals, sharings and performances forming part of the programme. We will seek specific consent where activities are residential or higher-risk.
- 3.7. Safeguarding and boundaries: Our Safeguarding Policy applies. We may set reasonable boundaries tailored for under-18s (for example chaperoning, changing-room arrangements or building-access times).
- 3.8. Data protection: We process student and Parent/Guardian data in line with our Privacy Notice. Where you are under 18, we may rely on 'vital interests', 'public task' or 'contract' as lawful bases to contact a parent/guardian for safety or welfare matters.

4. Payment of fees and other charges

HE fees:

- 4.1. Your liability for tuition fees for your Programme is governed by your contract with the University and the University's Student Tuition and Accommodation Fees Policy. Tuition fees are payable to the University unless you are expressly told otherwise in writing by the University.
- 4.2. You are separately responsible for any charges payable directly to Italia Conti where those charges have been clearly notified to you. These may include the Admission Deposit, local charges, extra-curricular fees and other charges for services or activities provided directly by Italia Conti (as set out below).

Extra-curricular courses and/or events:

- 4.3. Fees for extra-curricular courses and/or events are separate from tuition fees for your Programme and are paid directly to Italia Conti. Extra-curricular courses and/or events are optional activities and are not part of the Programme.
- 4.4. Fees for extra-curricular courses and/or events are payable in advance of the relevant term unless a payment plan has been agreed in writing with Italia Conti.
- 4.5. Sign-up for, and continued participation in, extra-curricular courses and/or events is subject to eligibility, any applicable prerequisites, timetable availability, capacity, and your continued

enrolment on and eligibility to participate in your Programme, unless Italia Conti agrees otherwise in writing.

- 4.6. If you miss an extra-curricular session for reasons within your control, including non-attendance, lateness, personal commitments, or failure to meet attendance or participation requirements, the missed session will not be refunded, and a make-up session is not guaranteed. This does not apply where Italia Conti cancels the session, materially changes the activity, or is unable to deliver the session substantially as described.
- 4.7. Your statutory cancellation rights in relation to extra-curricular courses and/or events are set out in Section 18.
- 4.8. Fee amounts, instalments, and due dates for extra-curricular activities will be stated at the point of sign-up. Fees are quoted inclusive of VAT unless stated otherwise. If VAT law or guidance changes, any change will apply to unpaid instalments only. We will notify you of any such change. If you are unhappy with such change, you may withdraw from the relevant extra-curricular activity by notifying us before the start of the period to which the increased fees will apply. If you withdraw in these circumstances, you will not be liable for any fees for future sessions or periods of that activity, but you will remain liable for any fees incurred up to the date before the increase takes effect.
- 4.9. Extra-curricular courses and/or events are available only to students who remain enrolled on, and eligible to participate in, their Programme, unless Italia Conti agrees otherwise in writing. If you withdraw from, are withdrawn from, are suspended from, or otherwise cease to be enrolled on your Programme, Italia Conti may remove you from any extra-curricular courses and/or events.
- 4.10. If you are removed from an extra-curricular course and/or event because you have withdrawn from, been withdrawn from, been suspended from, or otherwise ceased to be enrolled on your Programme, Italia Conti may retain fees for sessions already delivered and any reasonable costs it has already incurred. Italia Conti will consider whether any refund, credit or alternative arrangement is appropriate for undelivered sessions, taking account of the reason for removal, the timing, the stage of delivery, and any costs already committed, and will act reasonably in making such a determination.
- 4.11. If you are removed from an extra-curricular course and/or event following a fair process under Italia Conti's conduct, attendance, fitness to train, safeguarding or other relevant procedures, Italia Conti may retain fees for sessions already delivered and any reasonable costs it has already incurred. Italia Conti will consider whether any refund, credit or alternative arrangement is appropriate for undelivered sessions, taking account of the reason for removal, the stage of delivery, and any costs already committed and will act reasonably in making such a determination.
- 4.12. If Italia Conti cancels an extra-curricular course and/or event, materially changes it, or is unable to deliver it substantially as described, Italia Conti will offer an appropriate remedy, which may include rescheduling, an alternative activity, a credit, a refund for undelivered elements, or compensation where appropriate in accordance with Section 17.
- 4.13. Decisions about casting, role allocation, class or group placement, creative direction, repertoire, rehearsal process, teaching approach, feedback, assessment of suitability for particular roles or activities, and other matters involving academic, professional or creative judgment are matters for Italia Conti's staff and, where relevant, the University's academic processes. Dissatisfaction with such decisions will not, by itself, entitle you to a refund, reduction, credit, role change, class change, or repeat opportunity, provided the activity has been delivered substantially as described and with reasonable care and skill. This does not prevent you from raising a complaint or appeal, in accordance with Section 16, about process, bias, discrimination, harassment, reasonable adjustments, procedural irregularity, failure to follow published criteria, or failure to deliver the activity substantially as described.

- 4.14. Extra-curricular decisions have no effect on your University tuition fees, funding or your Programme outcomes.

Additional Fees:

- 4.15. Some programmes may involve small local charges payable directly to Italia Conti, for example materials or costume items specified by your programme, optional trips or experiences, replacement ID/library items, or graduation costs ("**Additional Costs**"). These charges are separate from University tuition fees. Optional costs will be explained before you choose whether to incur them. Italia Conti will not introduce new compulsory charges after you have accepted your offer unless there is a valid reason to do so, such as a legal, regulatory, University, professional body or safety requirement, or another exceptional circumstance. Where this happens, Italia Conti will notify affected students and take reasonable steps to minimise disadvantage.

Bursaries and Scholarships:

- 4.16. Italia Conti may, at its discretion, offer scholarships or bursaries to eligible students. Scholarships and bursaries are available only to full-time students who are in good standing with Italia Conti (which, for example, means maintaining a minimum attendance rate of 90%, submitting coursework and assignments by applicable deadlines, meeting the requirements of your Programme and the Policies and Procedures, and your support of Italia Conti's activities in accordance with Section 4.21) and are intended to contribute towards tuition fees paid to the University. Eligibility is restricted to students who have demonstrated a commitment to a career in the performing arts. Details of any scholarship or bursary available to you, will be set out in your offer letter. Details on the amount awarded and payment structure will be set out in the Bursary or Scholarship confirmation.
- 4.17. Where you are awarded a scholarship, the award for the academic year will normally be calculated as follows: 25% applied to the autumn term, 25% applied to the spring term, and 50% applied to the summer term, unless your award letter states otherwise.
- 4.18. Where you are awarded a bursary, the award for the academic year will normally be spread evenly across each termly invoice, unless your award letter states otherwise.
- 4.19. If you withdraw or are withdrawn from your Programme before the natural end of the academic year, the scholarship or bursary will be pro-rated based on the term in which you leave. You will not be entitled to any portion of the award attributable to a term in which you are not enrolled.
- 4.20. Italia Conti is unable to defer a scholarship or bursary. If you defer your Programme, you will need to reapply for any scholarship or bursary in the year in which you commence or recommence your studies, and any award will be subject to availability and eligibility at that time.
- 4.21. If you receive a scholarship or bursary, you are expected to maintain the standards for which the award was made, including striving for the best academic results, meeting attendance requirements, submitting coursework and assignments within designated deadlines, sitting all assessments and examinations as directed, and participating in all scheduled performances. You are also encouraged to support Italia Conti's activities, including assisting at Open Days, acting as an ambassador for Italia Conti, participating in Front of House duties for productions, and attending Italia Conti events. Your participation in such activities will be taken into account as part of the yearly review of your scholarship or bursary.
- 4.22. If Italia Conti considers that you have not met the terms of your scholarship or bursary, including the standards and obligations set out above, we will explain the concern in writing

and give you a reasonable opportunity to respond before deciding whether to vary, suspend or withdraw the award. Italia Conti also reserves the right to investigate and, where there is adequate proven evidence, withdraw a scholarship or bursary where you have knowingly provided false information or made a false representation in your application, or where there are serious allegations of illegal activity. Any decision will be proportionate, will take account of the circumstances, and will not affect your academic assessment, progression or award as determined by the University. Your place on the Programme and your tuition fee liability to the University are unaffected by any variation, suspension or withdrawal of a scholarship or bursary unless stated otherwise in your specific award letter.

5. Admission Deposits

- 5.1. A deposit may be required to secure your place on the Programme (the “**Admissions Deposit**”). Where no Admissions Deposit is stated in your offer, no deposit is payable. The amount and due date of any applicable Admissions Deposit will be stated in your offer.
- 5.2. The Admissions Deposit is payable to Italia Conti and is separate from any tuition fees payable to the University. It is not a payment of University tuition fees and is not governed by the University’s tuition fee payment arrangements.
- 5.3. If you enrol and complete your Programme, the Admission Deposit will be returned in the final term of your Programme, less any outstanding sums properly due to Italia Conti.
- 5.4. Admission Deposits will not be refunded where you withdraw after the Cancellation Period and before the end of your Programme, or where your Contract with Italia Conti is terminated by Italia Conti, unless such termination results from the circumstances as set out in Section 5.5 below.
- 5.5. Italia Conti will refund any Admissions Deposit paid where (a) the University closes, decides not to run, or make a material change to the Programme before enrolment and you do not wish to proceed; (b) Italia Conti is unable to continue provision of the Programme due to termination of its partnership with the University or a Force Majeure Event; or (c) you cancel within the Cancellation Period in accordance with Section 18, unless an alternative arrangement is agreed with you.
- 5.6. Students are able to appeal a decision not to return an Admissions Deposit by using Italia Conti’s Complaints Policy. Nothing in this section affects your statutory rights, your statutory cancellation rights under Section 18, your right to use Italia Conti’s Complaints Policy, your rights under Section 16, or any rights you may have under the University’s policies.

6. Accuracy of information

- 6.1. By accepting an offer of a place at Italia Conti you confirm that the information you provided for admission and enrolment with Italia Conti and the University is accurate and complete to the best of your knowledge.
- 6.2. Providing false, incomplete or misleading information may render your offer, admission or enrolment invalid and may entitle Italia Conti to terminate this contract, in accordance with Section 2.3. The University may also take action under the University Student Contract.
- 6.3. Italia Conti requires all students to provide proof of identity.
- 6.4. You must provide official transcripts and any evidence needed for admission with prior credit (APL) by the deadlines in the offer. If documents are not provided, or do not match the offer, the offer may be withdrawn.

7. Programme delivery

- 7.1. Details of how your Programme will be delivered will be in your offer letter. If there is a change the method of delivery of your Programme during an academic year, this may constitute a change to your Programme and will be dealt with in accordance with the

University's procedure for changes to programmes as set out in the University's Student Contract.

8. Communications to and from Italia Conti

- 8.1. On enrolment you will be provided with an Italia Conti email address which Italia Conti will use for communications with you. You are expected to check this email account regularly. Any communication sent to this account will be regarded as properly sent and received.
- 8.2. Before enrolment, communications may be sent to the personal email address on your application. You must keep your contact details up to date.
- 8.3. Important information may also be issued via the student portals, virtual learning environment or Microsoft 365 tools used for your programme(s). Notices issued through these platforms are treated as delivered.

9. Policies and Procedures

- 9.1. By accepting an offer of a place, you agree to comply with Italia Conti's policies, procedures, regulations and guidance that apply to you as a student ("**Policies and Procedures**"), as set out below. Key Policies and Procedures are published at <https://www.italiaconti.com/about-us/policies>.
- 9.2. Key provisions of the Policies and Procedures and, for HE programmes, the University's regulations which you should be aware of include:
 - **Attendance, conduct and academic diligence:** Italia Conti's Student Code of Conduct and Programme Handbooks set out the standards expected of you across all Italia Conti activity, including extra-curricular activities. The University's academic regulations also apply to your Programme in relation to tuition, assessment, progression and award.
 - **Academic misconduct:** Rules on plagiarism, use of text-matching tools and other academic misconduct are set out in Italia Conti's Academic Misconduct Policy and, for assessed Programme work, the University's academic regulations. Misconduct in extra-curricular activities is dealt with under Italia Conti's conduct and disciplinary policies.
 - **Student behaviour and discipline:** Expectations are set out in Italia Conti's Code of Conduct and Disciplinary Policy. Breaches may result in sanctions under Italia Conti's procedures, including restrictions on access to Italia Conti premises, activities or services, or termination of your enrolment with Italia Conti. Where a sanction may affect your ability to continue your Programme, Italia Conti will act consistently with the University's regulations and any applicable appeal or review rights.
 - **Fitness to train:** Italia Conti's Support Through Studies (Fitness to Train) procedure, which sets out the steps Italia Conti may take where health or wellbeing raises questions about your ability to continue to study or participate in the Programme.
 - **Complaints:** Complaints about your Programme follow the processes set out in Section 16. Complaints about extra-curricular activities are dealt with under Italia Conti's complaints process.
 - **Online and in-person teaching recordings:** Teaching, assessments and performances may be recorded for teaching and quality assurance purposes and may be shared with your cohort for a limited period. You must not record, copy or share sessions without written permission.
 - **Freedom of speech:** Italia Conti's Code of Practice on Freedom of Speech sets out expectations in relation to upholding freedom of speech and academic freedom within the law and the arrangements for events on Italia Conti premises. Failure to adhere to the Code of Practice may result in disciplinary action.

- **Harassment and sexual misconduct:** Italia Conti's Harassment, Sexual Misconduct and Sexual Violence policy, which sets out the procedures for reporting and dealing with allegations of harassment and sexual misconduct against members of staff and students.

10. Changes to the Policies and Procedures

- 10.1. During your Programme, Italia Conti may make reasonable changes to its Policies and Procedures from time to time in order to ensure that Italia Conti operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to Policies and Procedures will be appropriately notified to students via their Italia Conti email or website. Such changes will not affect the content of your Programme.
- 10.2. Changes made under this Section will normally take effect at the start of the next academic year. Changes may be introduced during an academic year only where required by law or regulation, necessary to protect students, staff or others, in students' interests, or otherwise exceptional and proportionate.
- 10.3. Updated student-facing Policies and Procedures will be made available to students by appropriate means. This may include publication on Italia Conti's website, the student portal, the virtual learning environment, Microsoft 365, Programme Handbooks, email notification, or another suitable method. Where a change materially affects students' rights, obligations, fees, complaints routes, programme delivery, assessment, progression, support arrangements or access to services, Italia Conti will take reasonable steps to notify affected students directly.
- 10.4. Some internal policies, procedures or operational guidance may not be published publicly, for example where they contain confidential, commercially sensitive, security-related, safeguarding-related, staff-related, legally privileged, or internal operational information. Where an unpublished document contains rules, obligations or processes that materially affect students, Italia Conti will make the relevant student-facing information available to affected students in an appropriate form.

11. Attendance requirements

- 11.1. You must meet the attendance requirements for your Programme as set out in Italia Conti's Attendance Policy and your Programme(s) Handbook. Failure to meet these requirements may mean you are not permitted to progress or receive an award from the University.
- 11.2. Attendance expectations also apply to extra-curricular activities. Persistent non-attendance may lead to removal from those extra-curricular courses and/or events under Sections 4.10 to 4.14, and/or the relevant Italia Conti procedure.
- 11.3. Performance-training programmes are full time. Sessions may run between 07:45 and 20:15, Monday to Saturday. You will typically be scheduled to attend on 5 of those 6 days each week.
- 11.4. Evenings and weekends may be used for sharings and performances. We will give reasonable notice.
- 11.5. For online programmes/sessions, scheduled times and deadlines use UK time (Europe/London).
- 11.6. For online programmes/sessions, attendance means joining live sessions on time and completing set online tasks by the stated deadlines.
- 11.7. Online programmes/sessions may run on a condensed teaching pattern. Attendance requirements apply to all scheduled activity, including intensives.

12. Student health, disability, and reasonable adjustments

- 12.1. Italia Conti's training is physically and mentally demanding. You must complete the student health self-declaration and, where requested, provide supporting medical evidence or attend an assessment.
- 12.2. You are encouraged to promptly disclose information about any disability, long-term condition or material change to your health that could affect your studies or participation. Early notice helps us to provide support and, where needed, to implement reasonable adjustments.
- 12.3. We will consider any support requirements under our Support Through Studies and Fitness to Train procedures. We will assess risk, consult where appropriate, and put in place reasonable adjustments.
- 12.4. Where, after assessment, it is not reasonable to implement the adjustments needed for you to study safely and effectively, we may put in place temporary measures, recommend intermission, offer an alternative route, or end your enrolment. We will explain our decision and your options. These principles also apply to Extra-curricular courses.
- 12.5. Late disclosure, non-disclosure or a change in your health or support needs may affect how quickly reasonable adjustments or support can be considered and implemented, particularly where specialist advice, resources or risk assessment are required. Late disclosure will not itself be treated as misconduct. We will consider what interim support or temporary adjustments are reasonably practicable while longer-term arrangements are assessed.
- 12.6. Personal data about your health will be processed in line with our Privacy Notice, available at: <https://www.italiaconti.com/about-us/policies>.
- 12.7. For online programmes/sessions you are responsible for suitable equipment and a stable internet connection, and for a safe, clear workspace for practical activity. We are not responsible for problems caused by your own home connectivity, equipment or workspace, but this does not affect any remedy that may be available where an issue is caused by Italia Conti's systems or by a failure to deliver the session substantially as described.
- 12.8. If, after assessment and reasonable adjustments, safe participation or minimum standards as required for the programme cannot be met, the process in Section 13 applies.

13. Fitness to train, professional conduct and minimum standards

- 13.1. You must be able to participate safely and meet the minimum professional standards for your Programme, including teamwork, rehearsal room conduct, respectful behaviour and reliable engagement. These standards are set out in the Code of Conduct, Programme(s) Handbooks, Programme Specifications, Schemes of Work, and studio notices or instructions made available to students.
- 13.2. If concerns arise about your ability to meet these standards, or about your impact on others, Italia Conti will act proportionately. We will consider reasonable adjustments and support first, then may:
 - put a support or action plan in place and monitor progress;
 - apply temporary measures to manage risk or disruption;
 - recommend intermission where appropriate;
 - refer the matter through Support Through Studies, Fitness to Train, Disciplinary or other relevant procedures;
 - refer academic concerns into the University's regulations and decision routes;
 - restrict access to spaces or activities where risk is identified; or
 - end your participation in the relevant Extra-curricular course(s) or, for serious or sustained concerns, end your enrolment on the Programme.

- 13.3. Decisions are made after a fair process, using evidence and risk assessment, and having considered practicable reasonable adjustments. We will explain outcomes and the relevant review or appeal route in Italia Conti Policies and Procedures.
- 13.4. Where your Programme involves teaching, coaching, mentoring, facilitation, or leading activity as part of your training (including MA/MFA Teaching & Coaching pathways), you must obtain and maintain an appropriate Disclosure and Barring Service (DBS) check where required. DBS requirements may also be imposed by the University, placement providers, or professional partners, and you must comply with those requirements.
- 13.5. You must provide evidence of a satisfactory DBS check by the deadline stated in your offer or before undertaking any activity that requires a DBS check as part of your programme.
- 13.6. You are responsible for the cost of obtaining and renewing any required DBS checks unless stated otherwise.
- 13.7. If you do not obtain a DBS check by the required deadline, we may delay your enrolment, restrict your participation in relevant activities, withdraw your place, or the University may rescind your offer.
- 13.8. Where a DBS check reveals information, we will consider this in line with our safeguarding duties and risk assessment procedures. A criminal record will not automatically prevent enrolment or continuation. However, where we reasonably consider that the outcome presents a safeguarding risk or makes participation unsuitable, we may impose conditions, restrict activity, suspend participation, or withdraw your place.
- 13.9. You must promptly tell us about any change to your criminal record or safeguarding status during your studies.
- 13.10. Decisions will be made following a fair and proportionate process and in accordance with our safeguarding policies. Cancellation rights and refunds are dealt with in Sections 17 and 18 of these Terms.

14. Events outside our control

- 14.1. Italia Conti will use all reasonable endeavours to deliver the teaching, local services, facilities, activities and operational arrangements for which it is responsible in accordance with the information provided in the Programme Handbook for the academic year in which you began the Programme. Sometimes events beyond Italia Conti's reasonable control may prevent, hinder or delay delivery of those elements.
- 14.2. Examples may include (but are not limited to):
- industrial action which is not within the capacity of Italia Conti to resolve;
 - cyber attack;
 - default by third party suppliers or subcontractors;
 - failure of public utilities or transport systems/ networks;
 - acts of terrorism or security incidents;
 - epidemics, pandemics or other public-health measures;
 - fire, severe weather, natural disasters;
 - political or civil unrest or war;
 - acts or delays of government or local authorities; or
 - restrictions imposed by government or public authorities,
- (a **"Force Majeure Event"**).
- 14.3. If such events occur, we will notify you and take reasonable steps to minimise disruption, for example by:
- altering timetables to reschedule postponed classes;

- offering the opportunity to transfer to another programme where reasonably possible;
 - deferring the start date for the Programme or Extra-curricular course and/or event;
 - delivering Programme or Extra-curricular course and/or event from another location or online, at another time or via a different method;
 - delivering a modified version of the Programme or Extra-curricular course and/or event;
 - assisting you to transfer to complete the programme at another provider; or
 - delivering other services and facilities in a different way or online.
- 14.4. If you are not satisfied with any such steps to minimise the disruption caused by Force Majeure Events, you may end your contract with Italia Conti. In that case, you will not be required to pay any remaining fees payable directly to Italia Conti for the academic year in question. Ending your contract with Italia Conti under this Section does not automatically cancel your University Student Contract with the University, you must follow the University's cancellation process separately. Italia Conti will signpost you to the University where appropriate. Refunds or fee liability relating to HE tuition fees paid or payable to the University will be handled under the University's applicable policies, as set out in Section 17.4.
- 14.5. Where a Force Majeure Event affects the University academic provision, academic regulations, assessment, progression, award or tuition fee liability, Italia Conti will work with the University, but the University's applicable policies and procedures will apply.
- 14.6. Where a Force Majeure Event prevents, hinders or delays delivery, Italia Conti will not be responsible for delay or non-performance to the extent caused by that event, provided it has taken reasonable steps to minimise disruption and protect students' interests as set out in this Section 14.
- 14.7. If a Force Majeure Event means that Italia Conti cannot provide the Programme substantially as described, you may be entitled to compensation in accordance with the University's Refund and Compensation Policy. If a Force Majeure Event means that Italia Conti cannot provide an extra-curricular activity substantially as described, Italia Conti will consider appropriate remedies in accordance with Section 17.
- 14.8. Nothing in this section excludes your statutory rights, your right to complain, or any right to a refund or compensation that may arise under Section 17, applicable policies, the University's policies, or law.

15. Changes to programmes and modules

- 15.1. Italia Conti will use all reasonable endeavours to deliver your Programme as described in the Programme Handbook. However, reasonable and proportionate changes to the local delivery arrangements, services, facilities, timetable, staffing, activities or operational arrangements may be made to the Programme, where there is a valid reason to do so and where the interests of affected students are taken into account. Any changes to the Programme will be made by the University in accordance with the University's changes to programme procedure contained within the University's Student Contract.

16. Complaints

- 16.1. If there is something you are unhappy about, please tell us straight away so that, if possible, we can put it right. Complaints are handled as follows:
- for complaints relating to Italia Conti's roles and responsibilities (as set out in the table below), you should use Italia Conti's Complaints Policy and Procedure in the first instance. Italia Conti's Complaints Policy and Procedures are available at: <https://www.italiaconti.com/about-us/policies>; and

- for complaints relating to the University's roles and responsibilities (as set out in the table below), you should use the University's Complaints Policy and Procedure. The University's relevant academic regulations, complaints and appeals procedures are available through the University's published policies and academic regulations.

16.2. Nothing in this section prevents Italia Conti from redirecting a matter to another procedure where that is the correct route. Where a matter raises issues under more than one procedure or you are unsure which procedure applies, Italia Conti will explain which procedure or procedures will be used and why.

16.3. If you are not satisfied with the outcome of a complaint under Italia Conti's Complaints Procedure, you may escalate the matter under the University's Complaints Procedure.

16.4. If you have completed Italia Conti's internal complaints procedures and, where relevant, the University's procedures for your Programme, you may be able to refer your complaint to the Office of the Independent Adjudicator for Higher Education (OIA). The OIA will determine whether a complaint is eligible under its scheme. Further information is available at: <https://www.oiahe.org.uk/>.

Issue	Normal route
<i>Complaint about Italia Conti admissions, audition, offer handling, deposit handling or pre-enrolment administration</i>	Contact Italia Conti Admissions at Admissions@italiaconti.co.uk . Italia Conti will consider the matter under its admissions or complaints process as appropriate.
<i>Complaint about the University of Chichester application, University offer, University registration or University admissions decision</i>	Use the University of Chichester admissions, feedback, appeals or complaints process. Italia Conti will signpost you where required.
<i>Complaint about Italia Conti teaching delivery, facilities, local services, support, communication, timetabling, conduct, local operations or extra-curricular activity</i>	Use Italia Conti's Complaints Policy and Procedures.
<i>Complaint about both Italia Conti and University matters</i>	Italia Conti will explain whether the matter will be considered by Italia Conti, the University of Chichester, or both. You should not normally need to repeat the same complaint unnecessarily through duplicate processes.
<i>Academic appeal about assessment, marks, progression, award or an academic decision</i>	Use the University of Chichester academic appeals procedure. Italia Conti may provide information or support where required, but cannot change or override a University academic decision.
<i>Complaint about assessment administration, assessment communication, bias, discrimination, reasonable adjustments, procedural irregularity, misleading information, or failure to follow a published process</i>	Italia Conti will help identify whether the correct route is Italia Conti's complaints process, the University's complaints process, the University's academic appeals process, or more than one process.
<i>Complaint about staff conduct or professionalism at Italia Conti</i>	Use Italia Conti's Complaints Policy and Procedures. Any staff HR process will be handled separately, but you will still receive a complaint outcome where the matter falls within the complaints procedure.
<i>Safeguarding, harassment, sexual misconduct or sexual violence</i>	These may need to be handled under Italia Conti's safeguarding, anti-bullying, harassment, sexual misconduct or disciplinary procedures rather than the complaints procedure. Italia Conti will explain the correct route.
<i>Complaint about extra-curricular activity</i>	Use Italia Conti's Complaints Policy and Procedures. University academic appeals do not apply to extra-curricular activities.
<i>External review after internal procedures are complete</i>	You may be able to refer the matter to the Office of the Independent Adjudicator for Higher Education. Where Italia Conti is the final decision-maker, Italia Conti will issue a Completion of Procedures

letter where required. Where the University process must also be completed, the University route may need to be followed before the internal process is complete.

17. Refunds, compensation and remedies

- 17.1. This section applies to Italia Conti's delivery of extra-curricular activities and/or events. Italia Conti will consider and, where appropriate offer refunds, credits, alternative provision, transfer support and/or compensation, including where:
- Italia Conti cancels an extra-curricular activity for which you have paid Italia Conti;
 - Italia Conti makes a material change to an extra-curricular activity for which Italia Conti is responsible;
 - Italia Conti is unable to deliver an extra-curricular activity substantially as described;
 - there has been a significant failure in service delivery;
 - a complaint, appeal or review outcome recommends a financial or non-financial remedy;
- or
- circumstances beyond your reasonable control prevent you from continuing an extra-curricular activity and Italia Conti agrees that a refund or other remedy is appropriate.
- 17.2. The remedy offered will depend on the circumstances, including what has been delivered, the impact on you, any reasonable steps taken to minimise disadvantage, and any costs already incurred where it is fair and reasonable to take those costs into account.
- 17.3. Where a refund is due, Italia Conti will process it without undue delay and in any event within 14 days of the date on which Italia Conti confirms that a refund will be made, using the original payment method unless otherwise agreed.
- 17.4. For matters relating to the delivery of the Programme, refer back to the University Student Contract and refunds of HE tuition fees paid to the University are handled by the University under its Refund and Compensation Policy. Refunds, credits, alternative provision, compensation or other remedies relating to sums paid directly to Italia Conti will be considered by Italia Conti under these Terms and its applicable Policies and Procedures. This includes, where relevant, sums paid for extra-curricular courses and/or events, local charges, Admission Deposits, or other services or activities provided by Italia Conti.
- 17.5. Nothing in these Terms excludes your statutory rights.

18. Cancellation rights

- 18.1. You have a statutory right to cancel this contract without giving any reason. The cancellation period expires at the end of week two of tuition on your Programme (the "**Cancellation Period**").
- 18.2. To cancel, you must tell the Admissions team in writing at Admissions@italiaconti.co.uk with a clear statement that you wish to cancel, for example by email or letter. You may use the model cancellation form available from Admissions or on Italia Conti's website, but you are not required to do so.
- 18.3. Cancelling under this Section cancels your contract with Italia Conti only. It does not automatically cancel your University Student Contract. If you also wish to cancel your contract with the University, you must follow the University's own cancellation process as set out in the University Student Contract. Italia Conti will direct you to the University where appropriate. Refunds of any sums paid to Italia Conti will be handled in accordance with Section 18.4 below, and refunds of tuition fees paid to the University will be handled under the University's Refund and Compensation Policy and the University Student Contract.

- 18.4. If you cancel within the Cancellation Period, Italia Conti will refund all payments we have received from you under this contract, subject to any proportionate charge permitted in relation to extra-curricular activities under Sections 18.7 (where you have asked us to start providing extra-curricular activities during the Cancellation Period). We will make the refund without undue delay and no later than 14 days after we receive your written notification of your decision to cancel, using the same payment method unless you agree otherwise.

Extra-Curricular Activities

- 18.5. Each time you sign up to an extra-curricular activity this creates a separate contract between you and Italia Conti. A new 14-day cancellation period applies from the date you sign up to that activity. If you cancel the contract for the extra-curricular activity (whether during the cancellation period or otherwise), this terminates the contract for the extra-curricular activity only, but this contract with Italia Conti remains in place.
- 18.6. If you cancel an extra-curricular activity within its 14-day cancellation period, Italia Conti will refund you all payments we have received from you, unless agreed otherwise. If you cancel sign up to an extra-curricular activity after the 14-day cancellation period has expired, Italia Conti will not refund payments we have received from you, unless a refund, credit, compensation or other remedy is available under these Terms, including Section 17, under our Policies and Procedures, under the University's policies, or under applicable law.
- 18.7. If an extra-curricular activity is due to begin within 14 days of you signing up, you agree by accepting the offer that the activity may begin within the cancellation period. If you cancel within the statutory cancellation period where services have already begun, you may be charged a proportionate amount for the services provided up to the point of cancellation.

ITALIA CONTI**MODEL CANCELLATION FORM - only to be completed to cancel this contract as per Section 18 of the T&Cs.**

Please fill out this form and return to:

Admissions Coordinator

Italia Conti

2 Henry Plaza

Victoria Way

Woking

Surrey

GU21 6BU

or send it by email to Admissions@italiaconti.co.uk

Forename	<data:First Forename>
Surname	<data:Surname>
Italia Conti Student Reference No.	<data:Ref No>
Course title	<data:Offering Name>
Course Start Date	<data:Start Date>
Date you accepted your offer	<data:Decision Date>

I hereby give notice that I wish to cancel my contract with Italia Conti for enrolment, local delivery and services relating to the course detailed above. I understand that, if I also wish to cancel my student contract with the University of Chichester, I must also follow the University's cancellation process.

Signature	
Date	

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