



## Student Contract 2023-24

### 1.0 Introduction

- 1.1 This contract sets out, in detail, the relationship that exists between yourself (hereafter ‘the Learner’) and Collective Acting Studio (hereafter ‘the Provider’ or ‘the Studio’). This agreement will come into force once you have accepted your offer for a place on one of the Provider’s courses. The terms of this contract will apply from 8th January 2024. This contract only covers the relationship between the Learner and the Provider, and it should be noted that other contractual arrangements may be required under separate agreements (such as, but not limited to, Student Loans Company, Student Accommodation).

### 2.0 Your Contract Information

- 2.1 Prior to making application or accepting an offer with the Provider, learners are strongly encouraged to familiarise yourself with this contract, along with the Student Handbook and any other course information (please note: all information will be correct at the time of going to print, but should be cross-referenced with the Providers website) along with the Studio’s policies and procedures, as they will form part of your contract with the Studio. Any relevant policies can be accessed via the Studio’s website, which can be located at <https://collectiveactingstudio.co.uk/policies-and-procedures/>. All policies and procedures issued by the Studio are reviewed on an annual basis and updated as required to ensure any changes in legislation or national regulatory frameworks are conformed with and upheld.
- 2.2 By accepting your offer to study at Collective Acting Studio, you are agreeing to be bound by the above terms. By becoming part of the Studio’s academic and artistic community, you will be required to uphold the values detailed in the published policies and to treat staff and students alike with respect. For further details on the organisation’s core values, please see our Mission Statement here: <https://collectiveactingstudio.co.uk/wp-content/uploads/2022/12/Mission-Statement.pdf>.

### 3.0 Consideration of Applications

- 3.1 All applications made to Collective Acting Studios are considered on their merit. Feedback on the candidates will be collated during this time. If you are successful in gaining a place, your feedback will form the beginning of your training journey and will not usually be formally issued. This can be discussed with your relevant head of course.
- 3.2 Any offers issued to the Learner from the provider will be contingent on successfully attaining the outcomes stipulated in your offer letter.

- 3.3 The Provider requires all potential students to make declaration of any unspent criminal convictions pertaining to sexual, violent or drug-related convictions.
- 3.4 The Provider reserves the right to change and adjust entry requirements over time. These changes will be made public on the website and will be made known to learners who may be impacted.
- 3.5 Any applicant or learning is entitled to register complaint or appeal regarding the application and offer process. To register a complaint or appeal you should email the Admissions department on [admissions@collectiveactingstudio.co.uk](mailto:admissions@collectiveactingstudio.co.uk).

#### 4.0 Contracts Between the Learner and the Studio

- 4.1 The Learner's legal relationship with the Provider will be defined by two different contracts. when you are issued with an offer of a place to study with Collective, you will also be provided with a pre-enrolment contract to formally accept your place. At this point, you will still be required to achieve the conditions of your offer, which will have been stipulated within the offer letter issued. Once those conditions have been met, an enrolment contract will be issued.
- 4.2 Whilst the pre-enrolment contract and shows that a place on the course is set aside for the Learner, it is also contingent on your successful attainment of the stipulated academic entry conditions. The Learner also has the statutory right to cancel that contract should they change their mind. The cooling off period, during which cancellation can occur, can happen up to 14 calendar days after the acceptance has been made. The Learner must ensure that they have enrolled by the stipulated deadline date, otherwise the offer will automatically expire.
- 4.3 The Provider has the right to withdraw an offer of study should one of the following situations occur:
  - i. The Learner does not meet the academic or other conditions stipulated within the offer letter.
  - ii. Fraudulent information has been provided by the Learner.
  - iii. If all available places on the programme have been allocated and accepted.
  - iv. If the Learner is not eligible for a visa to study in the UK.
  - v. If a visa to study in the UK has been cancelled or withdrawn.
  - vi. if the learner has not registered by the point of the final and latest registration date.
- 4.4 The Learner is required to register both with the Provider and the Validating Partner (Queen Margaret University 'QMU') at the start of the programme and at regular intervals, which will normally occur on an annual basis, at the change of academic level. The agreement entered into at this point, will be the enrolment contract.
- 4.5 At the point of enrolment with the Provider, the Learner must ensure that they abide by the Students Contract, which includes both this document and the policies over the Studio. These policies can be viewed on the Providers website at: <https://collectiveactingstudio.co.uk/policies-and-procedures/>
- 4.6 At the point of the Learner signing their enrolment contract, they will be liable for tuition fees as outlined in clause 6.
- 4.7 A failure to complete enrolment may still result in the Learner being liable for tuition fees as per this contract. Such an eventuality will occur if the Learner has not enrolled but continues to access the facilities and services of the Provider. This behaviour will be deemed as acceptance of the providers terms and conditions and this contract.

- 4.8 Online enrolment, where it occurs, will allow the Learner a further 14 day cooling off period, which will expire 14 calendar days after the point at which they enrol. This statutory right to cancel does not apply when enrolment takes place face to face on Studio premises.
- 4.9 In cases where the provision of the Providers services have commenced before the end of the 14 day cooling off period, should the Learner wish to cancel their contract, they may be liable for a portion of tuition fees to cover those services provided during that time.

## 5.0 Cancellation of Contract

- 5.1 This Student Contract is considered to be a ‘distance contract’ as per the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as it is completed and signed off-site. Due to this fact, the Learner can cancel the acceptance of their offer up to 14 calendar days after the point of signing and acceptance. The Learner does not need to give reasons for their cancellation.
- 5.2 For a cancellation to come into effect, a clear statement of your intent must be made to the Provider by either letter or email.
- 5.3 If a cancellation of this contract is made within the 14-day statutory cancellation period, any required reimbursements will be made to the same account from which they originated.
- 5.4 Beyond the point of the 14-day statutory cancellation period, the Learner forfeits the right to cancel the contract, but may still withdraw from the programme of study. The Learner, at this moment, may lose the right for reimbursements. The Learner should inform the Provider’s Admissions Department of their intention at the earliest convenience.

## 6.0 Tuition Fees

- 6.1 The Provider will aim to ensure that tuition fees are published at least six months before the start of the academic year. There will be a conscious endeavour on the Studio's behalf to publish these at the earliest convenience. This commitment will ensure applicants have sufficient time to engage with financial planning. The relevant tuition fees for the Learner’s programme of study can be found on the website.
- 6.2 The Provider’s and fees will be annually reviewed, subject to industry-related changes, and will be approved by the Board of Directors, along with the CEO and Collective's accrediting partner, Queen Margaret university, Edinburgh. Annual increases will ordinarily be those set by the government.
- 6.3 At the commencement of study, the Learner becomes liable for the whole academic session. However, this liability is deferred until CAS has been successfully registered by the Office for Students (OfS).
- 6.4 Upon the successful registration of CAS by the OfS, that deferment period will end with immediate effect and the Learner will become liable for the tuition fees of £9,000 for the CertHE in Acting programme.
- 6.5 The Learner is expected to promptly apply to Student Finance England where necessary to access for any tuition fee loan required to pay the yearly fees of £9,000.
- 6.6 Tuition fees are payable in full within 6 weeks of the OfS registration decision being made known to the Learner in writing. Non-payment of fees within this timeframe may result in exclusion from the programme.

- 6.7 If CAS does not successfully register with the OfS, the Learner will receive all tuition for free for the duration of the CertHE Year in such circumstances.
- 6.8 Learners will not be permitted to progress to further academic study at Collective-- nor to graduate upon completing of their education -- where tuition fee debt exists.
- 6.9 Charges derived from activities such as (but not limited to) optional events, accommodation, purchasing of equipment and resources will not be included within these fees. Information will always be provided to further costs pertaining to optional undertaken activity during the Learner's period of study.
- 6.10 Annual tuition fee increases will be applied as set by the government.

## 7.0 Course Information

- 7.1 Full and detailed information on each course provided by the Studio is available on the provider's website at: <https://collectiveactingstudio.co.uk/actor-training-courses/>. Details listed on the website will include (but is not limited to): the courses' structure; under 'curriculum', fees and entry requirements.

## 8.0 Changes to The Programme or Course

- 9.1 Every effort would be made by the Provider to ensure it delivers a course that resembles that's described in its prospectus and on its website. This, especially, will be the case at the point at which you accepted your offer of study. Some circumstances may occur, however, where changes are made beyond this point. These circumstances may include: student feedback; responses to industry or regulatory bodies; and to comply with legislation implemented by government agencies or public health organisations.
- 9.2 Should proposed changes be considered necessary, the Provider commits to consulting with the student body, giving them the opportunity to feedback and mitigate any adverse impact on the learner. All fundamental changes to the programme will be brought to the Learners' attention at the earliest convenience. Learners should refer to the Studio's Student Protection Plan, which can be found at: <https://collectiveactingstudio.co.uk/wp-content/uploads/2022/12/Student-Protection-Plan.pdf>

## 9.0 Studio Communication

- 9.1 Once fully enrolled on the course, at the point of induction, the learner will receive training both on the Virtual Learning Environment (Canvas) and the QMU e-mail system. Beyond the point of registration your first point of contact will be via your QMU e-mail address. It is, therefore, vitally important that Learners check this on a regular basis.
- 9.2 Whilst Learners are free to bring their own devices into the Studio, they are not permitted to connect them to any Staff Networks (they should use the student Wi-Fi networks provided). The Provider accepts no responsibility for loss or damage of personal items, which are brought onto site at the Learner's own risk.

## 10.0 Student Engagement

- 10.1 The Learner should engage with all learning activities provided by the Studio as part of their programme of study. Absences may be approved for medical reasons or other reasons that have been agreed, in advance, with your Programme Leader. As an educational provider, the Studio recognises or authorised absences frequently result in poor performance. Any absences that have not been agreed with the Studio are handled through the Student Absence policy, which can be viewed at: <https://collectiveactingstudio.co.uk/wp-content/uploads/2022/12/Student-Absence-Policy.pdf>. Repeated unauthorised absences can escalate the situation through this policy, and may result in a student withdrawing or being withdrawn from the course.
- 10.2 Permission should be sought by the Learner from the Programme Leader before accepting external work (of any nature) that may impact their availability or ability to study. Specific permission must be granted to engage with industry-related engagements during the Learner's time of study.

## 11.0 Academic Regulations

- 11.1 All Learners must abide by the Studio's Academic Regulations. All who are enrolled and who have commenced study, must comply with the Academic Dishonesty and Plagiarism Policy, which can be found at: <https://collectiveactingstudio.co.uk/wp-content/uploads/2022/12/Academic-Dishonesty-and-Plagiarism-Policy-1.pdf>.

## 12.0 Complaints Procedure

- 12.1 Should the Learner have a complaint about the way in which their application has been handled, they may lodge a formal complaint. As part of the Studio's wider academic and artistic community, Learners are able to raise and lodge complaints through the practices and procedures detailed in the Provider's Complaints Policy, which can be viewed at: <https://collectiveactingstudio.co.uk/wp-content/uploads/2022/12/Complaints-Procedure.pdf>.
- 12.2 Should the Learner not be satisfied with the outcome of the lodged complaint, the Learner can escalate the complaint to the Board of Directors, the Accrediting Partner (QMU), or, to the Office of the Independent Adjudicator for Higher Education (OIAHE): [www.oiahe.org.uk](http://www.oiahe.org.uk).

## 13.0 Student Representation

- 13.1 As an accredited partner of Queen Margaret's University, Edinburgh, all students can be enrolled as members of the National Union of Students (NUS). Further information about the NUS can be found at: <https://www.nus.org.uk/>.
- 13.2 To ensure the student voice is centred within all aspects of Studio life, a system of peer representation will be in place throughout the organisation, notably through the Student Senate. Full briefing on this system, its purpose and its scope can be fully relayed during Induction at the commencement of study.

## 13.0 Intellectual Property

- 13.1 All Intellectual Property of the Learner remains as the Learner's during their course of studies. The Learner does, however, grant permission to the Provider to use their

work for purposes of teaching, learning and marketing. Consent can be withdrawn on a case-by-case and item-by-item basis, but should be made in conversation with your Programme Leader, and followed up in writing.

- 13.2 Intellectual Property of the student that will be considered as property of the Provider must be agreed in writing by both parties in advance.

## 14.0 Data Collection

- 14.1 In conjunction with external Government and Sector-specific Bodies, and Collective's relationship with its accrediting partner, Queen Margaret's University, the Provider may collect student data for teaching, research and administrative reasons. Collective Acting Studio is committed to handling any such data with the strictest compliance to the Data Protection Act (2018) and the EU General Data Protection Regulations (GDPR).
- 14.2 To understand more of what data is collected, how it is collected and stored, and how it is used, please refer to Collective's Student Privacy Notice, which can be found at: <https://collectiveactingstudio.co.uk/wp-content/uploads/2022/12/Student-Privacy-Notice-1.pdf>.
- 14.3 Student data may be collected and held for: organisational administration; academic reviews; alumni-relations; fundraising events; monitoring quality and assurance; to provide student advice and support.
- 14.4 Whilst student records and information are only issued to third parties on a need to know basis, these may include: funding bodies (eg Student Loan Company); Government Departments; Department for Education; and Council Tax Registration Offices.
- 14.5 The Provider commits to storing all student data securely, and to only use the information as per the Student Privacy Notice.
- 14.6 In accepting the terms and conditions of this Student Contract, the Learner commits to keeping their details up to date to the best of their ability throughout their duration of study.
- 14.7 The accuracy of the provided student data may be checked for accuracy by the Provider with external sources that are deemed relevant.
- 14.8 Further information on Collective's Data Protection Policy can be found at: <https://collectiveactingstudio.co.uk/wp-content/uploads/2022/12/Data-Protection-Policy.pdf>

## 15.0 Health and Safety

- 15.1 As far as practical and possible, the Provider undertakes to take the relevant steps necessary to ensure the health and safety of its staff, students and visitors.
- 15.2 The Provider commits to undertaking its activities in such a way that those engaged or affected by such, will be protected.
- 15.3 The website contains all required safety information pertaining to safe engagement with the programme, the building and the Studio's activities. The Learner undertakes to familiarise themselves with the provided information.
- 15.4 Any students with specific access and mobility needs should alert the Studio to their requirements so that an Access Rider can be put in place and stored on the Learner's relevant records. Admissions should be notified about this at the Learner's earliest convenience.

- 15.5 Learners should not bring hazardous materials or substances onto premises.
- 15.6 You will be provided with relevant training related to your programme to ensure you can engage with all aspects of learning. This will include (but is not limited to): fire evacuation; accident reporting; Health and Safety related policies; and safe working practices.
- 15.7 The Health and Safety at Work Act requires the Provides to make certain equipment and resources available in case of emergencies. Learners commit to not interfering with any such items.
- 15.8 Learners commit to adhering to the Providers Health and Safety requirements during off-site activities such as field trips.
- 15.9 Any issues related to Health and Safety should be reported to a member of the Senior Leadership Team.
- 15.10 Learners may face disciplinary action should they break safety regulations. Failure to comply with safety rules may result in criminal prosecution.

## 16.0 Liability

- 16.1 Should the Provider fail to carry out its obligations and commitments under this Student Contract and the Learner suffers direct loss, injury or damage because of it, the Studio will be liable to the Learner. This liability also includes any breach on the Studio's behalf that may occur, that have been imposed on the Provider through law (including death and personal injury through negligence). The Provider would not, however, be liable should the failure – or perceived negligence – be the fault of the Learner or a Third Party.
- 16.2 The Provider's liability to the Learner in the case of loss or damage is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us. Death or personal injury or fraud are treated differently.
- 16.3 Events, happenings or incidents that are deemed to be beyond the Provider's control that they could not have planned for, mitigated against or prevented will not render the Studio liable to the Learner. Happenings that would be considered outside of the Provider's control, would include (but are not limited to): staff illness; industrial action; changes to Higher Education funding; government restrictions; civil or political unrest and disorder; the threat of the transmission of serious illness. In these instances the Provider may deem it necessary to withdraw elements of the programme, or to cancel it in its entirety.
- 16.4 The Provider cannot be held accountable or liable for the following: damage to the Learner's property (unless caused by the negligence of the Studio); work that has been submitted for assessments not being returned; all indirect losses howsoever they occur; all consequential losses howsoever they occur; loss of opportunity or income howsoever they occur; personal injury or death, unless it is proven to be because of the Provider's (or a member of their staff's) negligence.
- 16.5 With the exception of personal injury or death, any other liability on the Studio's behalf within this contract, are limited in terms of compensation to the highest figure between: (i) the total of the tuition fees paid by the learner; or, (ii) to the amount the Provider receives from its insurers.

## 17.0 Insurance

- 19.1 Collective is not responsible – nor liable – for the loss or damage of personal belongings. All personal belongings are brought onto site at the Learner’s own risk.
- 19.2 The learner should ensure that they have sufficient insurance cover for items they bring onto site throughout the duration of their time in study. This includes items such as (but is not limited to): mobile phones; tablets; laptops; musical instruments; computer equipment; and electronic devices.

## 18.0 Withdrawal of Services

- 18.1 Where it is deemed necessary to do so, the Provider reserves the right to make modifications to services, or to withdraw said services entirely. Circumstances where this may be deemed necessary might include (but are not limited to): circumstances beyond the control of Collective make it impossible to deliver a service (either on a temporary or full-time basis); technology systems at the Studio require repairs or maintenance; improvements are needed to be made to facilities; there are health and safety or legal implications.
- 18.2 To mitigate against any potential student impact that such withdrawals of service may cause, the Provider will always look at ways to make substitutions with alternative and comparable services.
- 18.3 As much lead time as possible will be given to the Learners to make them aware of any impending withdrawal or approaching change.
- 18.4 The Provider will work to ensure a reasonable level of provision when the Studio is open and operational, but cannot guarantee that all services will be available at all times to all students.

## 19.0 Termination of Contract

- 19.1 The Provider may terminate your contract should you breach any of this Student Contract’s Terms and Conditions.
- 19.2 The Provider may also see fit to terminate the contract that exists between them and the Learner in the following circumstances:
  - i. If false or misleading information was provided by the Learner to the Provider at the point of application.
  - ii. If the learner does not meet the requirements of the programme.
  - iii. If the conditions of the Learner’s offer letter are not met.
  - iv. If the Learner does not meet immigration requirements.
  - v. If the Learner acquires a relevant criminal conviction.
  - vi. If the Learner does not enrol.
  - vii. If the Learner fails to pay tuition fees – or clear the debt.
  - viii. Failure to secure sufficient academic credits to progress.

## 20.0 Artistic Freedom

- 20.1 All Learners must commit to tolerance and mutual respect in relation to the Provider’s commitment to freedom of thought and expression within its educational, creative and practice-based settings.
- 20.2 All learning material will be consciously chosen to reflect the make-up of the Studio’s educational community, and the material for study or performance will be selected for its educational and cultural worth, opening up to varied thoughts,



practices, beliefs and approaches. Learners are encouraged to engage with material with openness and curiosity, knowing that more challenging material may reside outside of their personal values. In these moments, students are required to recognise the requirements of intellectual debate and boundaried behaviour.

## 21.0 Medical Conditions

- 21.1 All Learners must complete a Disability Disclosure Form at the point of registration.
- 21.2 Any special need or disability that might impact the Learner's engagement with the programme, or any condition that requires medical attention should be reported via this form, and communicated with the Welfare and Learning Support Team. This information will be required for the Provider to make reasonable adjustments for the student whilst in training.

## 22.0 General

- 22.1 If any provision or clause of this contract should become illegal or void, it will become unenforceable. Should this occur, it does not invalidate the agreement in its entirety, and the other clauses contained herein remain valid and enforceable.
- 22.2 Once signed, the terms and conditions contained within this contract replace any previously existing relationship(s) that were understood to exist between the Provider and the Learner.
- 22.3 Any clauses and conditions within this contract directly related to the Learner upon signing, and the rights and obligations that come into being because of it, cannot be transferred to a third party.
- 22.4 Neither party intends that any of the terms of this agreement will be enforceable by any third party, by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 22.5 Failure to enforce any of the provisions of this agreement will not constitute a waiver of any provision and will not affect our right to enforce that or any other provision.
- 22.6 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 22.7 The relationship between the Provider and the Learner is governed in accordance with the laws of England and Wales with both parties agreeing to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

## 22.0 Further Questions

- 22.1 Questions pertaining to these Terms and Conditions should be directed to the Academic and Registry Officer at [office@collectiveactingstudio.co.uk](mailto:office@collectiveactingstudio.co.uk).

I HAVE READ THE TERMS AND CONDITIONS OF THIS CONTRACT. I AGREE TO ABIDE BY THE TERMS OF THIS CONTRACT AND ALL POLICIES, PROCEDURES AND REGULATIONS THAT HAVE BEEN LISTED AND REFERRED TO.

Signed: \_\_\_\_\_

Name (Please Print): \_\_\_\_\_

Date: \_\_\_\_\_

Course: \_\_\_\_\_