

Policy number	57
Policy name:	Terms and Conditions for Taught Students 20-21
Version Number:	2
Developed by:	Steven Munding
Policy status:	Approved
Date Approved:	12 th February 2019
Next Review due by:	29 th May 2021
Applicable to:	Staff members, Governing Board, Students
Related Policies/Procedures:	Terms and Conditions for Taught Students Refund and Compensation Policy
Equality and Diversity	Equality Impact assessment was undertaken for this policy.

REVISION HISTORY

Version	Date	Revision description/Summary of changes	Author
2	29/05/20	Edited summary table and added EIA	Chrissy Moog
3	22/01/21	Edited Student Regulations and Course Guidance title	Chrissy Moog
4	25/01/21	Edited documents that form the contract	Chrissy Moog

Effective from Academic Year 2020-2021

1. Overview

This document sets out in detail the relationship between you and Higher Rhythm Ltd. (the Organisation) which starts when you accept an offer of a place at the Organisation. This contract terms apply from academic year 2020/2021. Note that you may have other contractual agreements e.g. Student Loans company, etc and these will be subject to separate arrangements.

Before you apply for a place or accept the offer of a place at Higher Rhythm you should familiarise yourself not only with this document but with the course information, regulations and policies which together make up your contract information. These will be made available to you and are also available to download on the Student Resource Site of Higher Rhythm's website.

When you accept an offer of a place to study at Higher Rhythm Ltd, you agree to be bound by the above terms and therefore we advise that you read the documents thoroughly. An offer of any place made to you by the Organisation is on the basis that in accepting the offer, you agree to the terms and conditions of the Contract, which are set out below.

2. Your Contracts with Higher Rhythm

Your legal relationship with Higher Rhythm is comprised of two separate contracts: the first of these, known as the "pre-enrolment contract" arises when you are offered a place, while the second, known as the "enrolment contract" is formed when you have met the conditions of your offer (if any) and enrolled as a student.

3. The Pre-enrolment Contract

Your pre-enrolment contract effectively reserves a place for you subject to the conditions of your offer letter. You have a statutory right to cancel your pre-enrolment contract during a "cooling-off" or cancellation period of 14 calendar days after the day you accept the offer. If you do not enrol by the deadline date you have been given by the Organisation, your pre-enrolment contract will automatically expire at that date.

4. The Enrolment Contract

1. You are required to enrol with Higher Rhythm at the start of your course and to re-enrol as required by the Organisation (normally annually).
2. When you enrol at the Organisation, you become subject to the terms of the Student Contract, comprising the "Terms and Conditions for Taught students" and Student Regulations available on the website. It is at this point that you become liable to tuition fees.
3. If you fail to complete enrolment, but continue to access Higher Rhythm facilities and services as if you had enrolled, you will be deemed to have accepted the

Organisation's terms and conditions and be liable to pay tuition fees in accordance with this contract and the Organisation's tuition fee policy.

4. If you enrol online, rather than face-to-face on Higher Rhythm premises, you have a further statutory right to cancel your enrolment contract during the 14 day cooling-off period which expires 14 calendar days after the day you enrol.
5. If your course has already begun or is due to begin before the end of either statutory cancellation periods referred to above, then, by accepting the offer of the place and/or by enrolling, you are agreeing that the Organisation's service to you begins within the statutory cancellation period. Consequently, if you decide to cancel after the course has begun, you may be liable to pay a proportion of your tuition fees to cover the period from the commencement of the Organisation's service to you until the date of cancellation.

5. The Documents that form the Contract

The **Contract** between the Organisation and you is comprised of the following documents:

1. The offer letter received by successful applicants (Offer Letter)
2. These terms and conditions (which are provided with your Offer Letter and also available on the Student Resource Site)
3. Your course information set out in the Course and Module Templates (available on your Student Resource Site)
4. The Student Regulations and Course Guide Handbook (which are provided with your Offer Letter and available on the Student Resource Site)
5. All other relevant policies and procedures available at <https://www.higherrhythm.co.uk/public-policies/> and signposted in your Offer Letter.

(All of the above documents are available as PDF format files. You are advised to download and save all documents referred to in the Offer Letter.)

6. Conditions Applicable to the Offer

1. By accepting our offer of a place on a course at the Organisation you confirm and declare that the information you have provided to us in support of your admission to, and enrolment with the Organisation, is, to the best of your knowledge, true, accurate, complete and not misleading.
2. Providing false, incomplete or misleading information may cause your admission and enrolment to be invalid and will entitle the Organisation to terminate our Contract with you.
3. The Organisation requires all students to provide proof of identity, evidence of visa (where applicable) and relevant original qualification certificates at point of

- registration. All course applicants are required to provide evidence of GCSEs (or equivalents) and A-levels (or equivalent) if these have not been received from UCAS.
4. Academic conditions applicable to the offer of a course place are detailed in the Offer Letter. Any non-academic conditions which might also apply, will be confirmed in the Offer Letter and/or on the course page at <https://www.higherrhythm.co.uk/hnd-music-technology/>
 5. The status of an offer of a course place (i.e. conditional or unconditional) refers to academic conditions only. Non-academic conditions apply to all offers irrespective whether the status a Conditional or an Unconditional offer.
 6. When making you an offer, the Organisation will require you to declare whether you hold any relevant unspent convictions. Relevant convictions are only those convictions for offences against the person (whether these are of a violent or sexual nature) convictions for offences involving supplying controlled drugs or substances or trafficking, and any offences involving firearms, arson and/or terrorism. Convictions that are spent (according to the Rehabilitation of Offenders Act 1974) aren't considered to be relevant, so you should NOT reveal them.
 7. Where you declare relevant unspent convictions, the Organisation may require further information for us to be able to assess any risk you may pose to the Organisation's community. All offers are conditional upon the Organisation being satisfied with the information provided. Where the Organisation is not satisfied and therefore considers you to be unsuitable to join the Organisation's community based on the risk you pose, the Organisation will withdraw the offer / terminate the Contract. Alternatively, the Organisation may still allow you to enroll subject to additional conditions.
 8. Applicants are also free to voluntarily disclose relevant unspent convictions in advance of offer stage if they wish. To do so, they should contact the CEO in confidence at stevenmundin@higherrhythm.co.uk who may also discuss any matters disclosed with the Governing Board.
 9. All academic conditions of an offer for undergraduate courses must be satisfied (through providing requested evidence of relevant qualifications to the Organisation) by no later than 31st August otherwise the offer of a place will be considered to no longer stand. The Organisation has discretion to be able to extend this deadline but where the deadline is extended after 1st September 2019, the Organisation can withdraw the offer at any time without prior notice (which may be because the course has already become full).

7. Paying Fees

1. The level of fees for your particular course will be confirmed by us in your Offer Letter and on your course page which can be found at: <https://www.higherrhythm.co.uk/hnd-music-technology/>
2. It is your obligation to make all arrangements at the beginning of your course for the payment of fees.

3. The Organisation will invoice you for the full amount or remaining portion of your fees for each year of the course, unless (for each year of your course) you have either financial support via Student Finance England, Wales, Northern Ireland or SAAS, or, an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part.
4. It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation referred in paragraph 3 in this section is submitted to the Organisation at enrolment or as soon as possible thereafter. Applications to Student Finance England are required to be made every year in advance. Please be aware that there is a deadline for applications and if this is not met and you do not receive funding you will be responsible for the payment of your course fees.
5. If you are self-funding your studies and will pay your own fees, payment can be made via cheque made out to: Higher Rhythm Ltd, or via bank transfer. Account details can be provided by request from the admin office. Evidence of nationality will be required.
6. The Organisation reserves the right to amend your offer in relation to the fees payable or withdraw the offer/terminate the Contract where you have assessed yourself incorrectly for the purposes of the correct fee status applicable.

8. Communications with the Organisation

On enrolment, you will be allocated a 'Higher Rhythm student' email account. All email communications from the Organisation will be sent to that account and you are expected to use that account for all communications with the Organisation. You are expected to check your, Higher Rhythm student, email account regularly. Any communication sent to you by the Organisation to your Higher Rhythm student email account will be regarded as properly sent, and received, by you.

9. Important terms within Academic Regulations and additional relevant policies and procedures

1. By accepting the offer of a place in the Organisation, you agree to comply with the provisions of the Organisation's Academic Regulations and all other relevant Policies and Procedures that apply to enrolled students from time to time. These are published on our website <https://www.higherrhythm.co.uk/public-policies/>.
2. Key provisions of which you should be aware include:
 - The Organisation's expectations as regards student attendance, academic due diligence, and academic progress as set out in the Student Regulations and Course Guide Handbook which can be found on our website. Failure to meet these expectations may mean that you are not permitted to progress on your course.
 - The Organisation's expectations with regards to engagement with your studies as set out in the Student Regulations and Course Guide Handbook. Action

may be taken against you should you fail to meet those expectations, including, ultimately, withdrawal from your course.

- The Organisation's rules regarding temporary withdrawal, which can be found in the Student Regulations and Course Guide Handbook.
- The Organisation's rules regarding academic misconduct, including plagiarism, which can be found in Student Regulations and Course Guide Handbook. Breach of these rules may result in a disciplinary procedure and the imposition of academic penalties and/or expulsion.
- The Organisation's rules regarding payments due to Higher Rhythm Ltd, which can be found in Higher Rhythm Ltd.'s Finance Policies. If you do not pay money that you owe to Higher Rhythm Ltd, Higher Rhythm Ltd reserves the right to withdraw its services and/or your right to use its facilities where necessary and proportionate. In deciding this, Higher Rhythm Ltd will always consider all the circumstances of your case.
- The Organisation's expectations of student behaviour, as set out in the Student Regulations and Course Guide Handbook. Breach of these could result in a disciplinary process and the imposition of sanctions, including expulsion from the Organisation.
- The Organisation's Student Regulations and Course Guide Handbook describes the steps the Organisation may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
- The obligation to notify the Organisation immediately if you receive any criminal convictions at any point from acceptance of the offer until the completion of your course or if your circumstances in relation to status change.
- The Organisation's Student Protection Plan, which can be found at <https://www.higherrhythm.co.uk/public-policies/> and Refund & Compensation Policy for Course Closure, a copy of which can be requested from the administration office, which apply in exceptional situations if the Organisation is forced to close a course without providing the remainder of the course to current students. If these rare circumstances occur, the Student Protection Plan will be triggered.
- The Organisation's Privacy Policy which can be viewed at <https://www.higherrhythm.co.uk/privacy-policy/> which explains what happens to any personal data you provide to us, or that we collect from you.

10. Disability and Reasonable Adjustments

1. The Organisation is committed to providing a fully inclusive and accessible environment, and we strive to make reasonable adjustments to accommodate individuals' needs. Notification of disability early in the recruitment process enables the Organisation to engage with you and discuss your specific support needs more effectively.

2. All offers are conditional upon the Organisation being able to implement the specific adjustments reasonably needed for you to complete your course. The Organisation is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability as early as possible in the recruitment process and you engage in any necessary discussions or assessments (where applicable) as required by the Organisation.

11. Visa Requirements for Overseas Students

1. If you are an overseas student, you may need a student visa to take up your place at the Organisation. Further information about visas can be found at <https://www.gov.uk/check-uk-visa>.
2. It is your obligation to make sure that you continue to comply with the terms and conditions of your visa. During term-time you may currently only work for a maximum of 20 hours per week (irrespective of whether you have scheduled study dates).
3. If your visa is revoked for any reason, The Organisation reserves the right to withdraw the offer and/or terminate our Contract with you.

12. Changes to Academic Regulations and other relevant Policies and Procedures

1. The Organisation reserves the right to add to, delete or to make reasonable changes to the Academic Regulations for taught Awards and all other relevant Policies and Procedures where in the opinion of the Organisation this will assist in the proper delivery of education. Changes are generally made for one or more of the following reasons:
 - To review and update Academic Regulations or ANY other relevant Policies and Procedures to ensure they remain fit for purpose
 - To reflect any changes in the external environment, including any legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance
 - To incorporate sector guidance or best practice
 - To incorporate feedback from students
 - To improve clarity or consistency
2. Changes will normally come into effect at the start of the next academic year, although they may be introduced during the academic year where the Organisation reasonably considers this to be in the interests of students or where it is required by law (or under other exceptional circumstances). the Organisation will take all reasonable steps to minimise any disruption to our students wherever this is reasonably possible, for example, by giving adequate notice of any changes before they come into effect, or by phasing in changes, where possible or appropriate.

3. The updated versions will be made available on the Organisation's website and may be publicised by other means so that students are made aware of any changes.

13. Disclaimers

1. The Organisation will do all that we reasonably can to provide educational services as described on our website or in any prospectus or other documents issued by it to enrolled students. Despite taking all reasonable steps to prevent them occurring, circumstances beyond the control of the Organisation may mean that it cannot provide such educational services. Examples of these circumstances include:
 - Power failure
 - Acts of God
 - Fire or flood
 - Acts of terrorism, war or national emergency
 - Damage to buildings or equipment
 - The acts of any governmental or local authority
 - Industrial action by the Organisation's staff or third parties
 - The unanticipated departure or absence of key members of the Organisation's staff
 - Where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
2. Under any of these circumstances, the Organisation will take all reasonable steps to minimise the resulting disruption to services and to affected students, but to the full extent possible under the general law the Organisation excludes liability for any loss and/or damage suffered by any applicant or student as a result of those circumstances referred to in paragraph 1 in this section.
3. In exceptional circumstances where the Organisation is forced to close a course without Teaching Out a course the Organisation's Student Protection Plan and Refund & Compensation for Course Closure will apply.
4. The Organisation will use all reasonable undertakings to deliver the course in accordance with the description applied to it on the website at <https://www.higherrhythm.co.uk/hnd-music-technology/> and also at <https://qualifications.pearson.com/en/qualifications/btec-higher-nationals/music-2018.html#tab-1>. However, the Organisation will be entitled to make reasonable changes to the course where those changes will enable The Organisation to deliver a better quality educational experience to students enrolled. Such changes may be to:
 - The content and syllabus of courses, including in relation to placements
 - The timetable, location and number of classes
 - The timing, content or method of delivery of courses of study and
 - The examination and assessment process.
5. In making any changes listed under paragraph 4 in this section, the Organisation will aim to keep changes to the minimum necessary to achieve the necessary quality of

experience and will notify and consult with the affected students in advance of the changes, about any changes that are needed. If the Organisation changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course and, if required, reasonable support to transfer to another provider.

6. The Organisation does not exclude or limit in any way its liability for:
 - Death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - Fraud or fraudulent misrepresentation; and
 - Any other matter which cannot be lawfully excluded
7. The Organisation does not accept responsibility and expressly excludes any liability to the full extent possible under the general law for loss or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

14. General

1. All courses described as being delivered by the Organisation include those provided or delivered by the Organisation.
2. If any provision of the Contract between you and the Organisation is held to be void or unenforceable in whole or in part by any court or other competent authority, the Contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
3. The Contract between you and the Organisation shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
4. The Organisation's Contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

15. Cancellation Rights

YOUR RIGHT TO CANCEL

1. New students have a statutory right to cancel this Contract without giving any reason. The first cancellation period will expire after 14 days from the day you accept the offer of a place at the Organisation. The second cancellation period will expire 14 days after initial enrolment.
2. For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this contract is a "distance contract" or "off premises contract", you have the right to cancel your acceptance of this agreement within a period of 14 days after the day on which you accepted the terms of this agreement, without giving us any reason.

3. To exercise the right to cancel, you must inform the Organisation of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). Alternatively, you can send an email to mail@higherrhythm.co.uk.
4. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel within the 14 day cancellation periods referred to in paragraph 1 in this section.
5. Beyond the statutory cancellation period, you must inform the Organisation of your intention to withdraw by a clear statement (e.g. a letter sent by post, fax or e-mail). Alternatively, you can send an email to mail@higherrhythm.co.uk.

EFFECT OF CANCELLATION

1. If you cancel this Contract as set out in paragraphs 1-3 above in this section, the Organisation will reimburse to you all payments received from you. The Organisation will make the reimbursement without unnecessary delay, and not later than 14 days after the day on which it is informed about your decision to cancel this contract.
2. The Organisation will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

16. Complaints

If you are an applicant to the Organisation and have concerns about the way your application was handled you may have recourse to the Learner Appeals Policy and Procedures. Once you have enrolled as a student you are entitled to raise any concerns with any aspect of the Organisation's service by means of the Learner Complaints Policy and Procedure.

Appendix 1 – Equality Impact Assessment

Name of Proposal (policy/strategy/function/service being assessed)	Terms and Conditions for Taught Students 2020-21
Those involved in assessment:	CEO, Quality and Media Services Manager
Is this a new proposal?	Yes
Date of Initial Screening	May 29, 2020

What are the aims, objectives?	To set out HR's Terms and Conditions for Taught Students
Who will benefit?	Staff, students, stakeholders
Who are the main stakeholders?	Staff and Governing Board
What are the desired outcomes?	To provide an educational environment with a primary focus of protecting students.
What factors could detract from the desired outcomes?	Non-awareness of this current policy.
What factors could continue to the desired outcomes?	Regular follow up and updates about blended learning.
Who is responsible?	Quality and Media Services Manager
Have you consulted on the proposal? If so, with whom? If not, why not?	Yes, Governing Board.

Which protected characteristics could be affected and be disadvantaged by this proposal (please tick)		Yes	No
Age	<u>Consider:</u> Elderly, or young people		✓
Disability	<u>Consider:</u> Physical, visual aural impairment, Mental or learning difficulties		✓
Gender Reassignment	<u>Consider:</u> Transsexual people who propose to, are doing or have undergone a process of having their sex reassigned		✓
Marriage and Civil Partnership	<u>Consider:</u> Impact relevant to employment and/or training		✓
Pregnancy and maternity	<u>Consider:</u> Pregnancy related matter/illness or maternity leave related matter		✓
Race	<u>Consider:</u> Language and cultural factors, include Gypsy and Travellers group		✓
Religion and Belief	<u>Consider:</u> Practices of worship, religious or cultural observance, include non-belief		✓
Sex/Gender	<u>Consider:</u> Male and Female		✓

Sexual Orientation	<u>Consider:</u> Know or perceived orientation		✓
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What information and evidence do you have about the groups that you have selected above?

N/A

Consider: Demographic data, performance information, recommendations of internal and external inspections and audits, complaints information, ethnicity data, audits, service user data, etc.

How might your proposal impact on the groups identified? For example, you may wish to consider what impact it may have on our stated goals: Improving Access, Reducing Social Inequalities, Developing Confidence, Developing skills, Supporting Vulnerable People

Examples of impact re given below:

- a) Planning a trip with the students to a location, which may have impact on people with limited mobility.
- b) Planning to extend access to studio without considering how the services may be accessed by people with limited mode of transportation.
- c) Redesign of a services that is used by people who may not have English as a first language, and may be excluded from normal communication routes.

Please list the positive and negative impacts you have identified in the summary table on the following page.

Summary	
Positive impacts (note the groups affected) N/A	Negative impacts (note the groups affected) N/A

Summarise the negative impacts for each group:

N/A

What consultation has taken place or is planned with each of the identified groups?

N/A

What was the outcome of the consultation undertaken?

N/A

What changes or actions do you propose to make or take as a result of research and/or consultation?

Briefly describe the actions then please insert actions to be taken.

N/A

Will the planned changes to the proposal:

Please state Yes or No

Lower the negative impact?	N/A
Ensure that the negative impact is legal under anti-discriminatory law?	N/A
Provide an opportunity to promote equality, equal opportunity and improve relations i.e. a positive impact?	N/A

Taking into account the views of the groups consulted and the available evidence, please clearly state the risks associate with the proposal, weighed against the benefits.

N/A

What monitoring/evaluation/review systems have been put in place?

57.0 Terms and Conditions for Taught Students 20-21

This policy, along with other policies, will be reviewed annually.

When will it be reviewed?

May 29, 2021

Date Review completed:	May 29, 2020
Signature:	Steven Mundin
Approved by:	Gwyn Ap Harri
Date Approved:	May 29, 2020

I (insert name) acknowledge that I have read and understood the terms and conditions contained herein and agree to these terms and conditions whilst being a taught student at Higher Rhythm Ltd.

Signature.....

Date.....