

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

These terms and conditions for students ("Terms") form part of the agreement between you and the Institute of Contemporary Music Performance ("the Institute", "ICMP", "we", "us" or "our") under which you agree to enrol and study on a Course at the Institute and we agree to provide you with our tuition and ancillary services.

These Terms set out your rights and obligations, as well as our obligations and the limitations of our liability to you under the agreement. Therefore, it is very important that you read and understand these Terms before you accept an offer to enrol on the Course.

In particular, please note our limitation of liability to you in clause 9.

If you are a Tier 4 Student, please note that the terms and conditions set out in the Appendix will apply to you in addition to terms and conditions set out in the full body of these Terms.

Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

Clause headings do not affect the interpretation of these conditions.

The Appendix forms part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Appendix.

If you do not understand any part of this document, please contact our admissions team at enquiries@icmp.co.uk before accepting our offer.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

The definitions set out below apply in these Terms:

"Administration" means the Institute's administration office;

"Admissions Policy" means our admissions policy located here [on our website](#);

"Assessment & Progression Regulations" means the regulations of our validating or accrediting partners determining how you will be assessed and progress through the Course, detailed in the Course Handbook

"CAS" means Confirmation of Acceptance of Studies;

"CAS Policy" means our CAS policy located here [on our website](#);

"Complaints Handling Procedure" means the complaints handling procedure set out in the Course Handbook;

"Cooling-off Period" has the meaning set out in clause 6.2;

"Course Handbook" means the Course handbook for your chosen Course, which will accompany our offer of a place;

"Course Start Date" means the first day of teaching for a new entrant to a Course

"Data Protection Policy" means our Data Protection policy located here [on our website](#);

"Deadline" has the meaning set out in clause 1.8 for students that apply via UCAS, or clause 1.9 for students that apply directly to ICMP via the Institute Website or through an overseas agent (as the case may be);

"Enrolment" or "Enrol" means the online process whereby applicants "confirm a place" as described in clause 1.17;

"Fees" has the meaning set out in clause 2.1;

"Financial Sponsor" has the meaning set out in clause 1.17.4(iii);

"Full Time Course" or "Course" means any MA, BMus, BA or HNC Course taught at the Institute or any other diploma or certificate course which leads to a recognised higher education award and is taught at the Institute;

"Induction" means reporting to the Institute for the start of your Full Time Course at the time and on the date specified by us in the pre-induction information;

"IT Policy" means our IT Policy located here [on our website](#);

"Institute Website" means the website located at <http://www.icmp.co.uk>;

"Module" means a constituent credit-rated element of a course, as detailed in the Course Handbook

"Offer" an offer made by us to you of a place on the Course;

"Programme Leader" means the programme leader for your chosen Course as notified to you at Induction;

"Refund Policy" means our refund policy located here [on our website](#);

"Student Gateway" means the Institute's online portal for students; access will be provided at Enrolment;

"Tier 4 Student" means a student who requires a Tier 4 visa to study in the United Kingdom via sponsorship from ICMP;

"UKVI" means UK Visas and Immigration; and

"U18s Policy" means our under 18s policy located here [on our website](#);

"Validation & Accreditation Partners": the University or other awarding body, which confers the final qualification when you successfully complete an ICMP course.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

1. Application Process

- 1.1 The following information and documents set out the whole agreement between us:
- 1.1.1 these Terms;
 - 1.1.2 your application whether made online or on paper and whether submitted via UCAS, an agent or directly by you to the Institute;
 - 1.1.3 the terms of our Offer;
 - 1.1.4 your Enrolment submission;
 - 1.1.5 the Admissions Policy;
 - 1.1.6 the Course Handbook;
 - 1.1.7 the Refund Policy;
 - 1.1.8 the Data Protection Policy;
 - 1.1.9 the IT Policy;
 - 1.1.10 the CAS Policy (applies if you are a Tier 4 Student); and
 - 1.1.11 the U18s policy (applies if you will be aged 17 or under at the start of your Full Time Course).
- 1.2 Before you complete Enrolment (as described in clause 1.17 below) please check that you have read and understood each of the documents listed in clause 1.1 above. In addition, please check that the details in your application form and provided at Enrolment are complete, accurate and up to date with no pertinent omissions. If, at any time, it becomes apparent that we have made an Offer and/or accepted you on a Course based on an application, or on any other information or documents that you provided in connection with your application, that contains statements that are fraudulent, untrue or misleading, we may refuse your application, withdraw the Offer or, if you have been accepted as a student, suspend or expel you from the Course and terminate our agreement. **For Tier 4 Students:** please also see paragraph A of the Appendix.
- 1.3 If any of these Terms are inconsistent with any term or condition set out in our Offer letter/email, the Offer letter/email shall prevail.

Entry Criteria

- 1.4 On receipt of your completed application form (whether submitted via UCAS, directly or via an overseas agent), we will check that you satisfy the Entry Criteria for your chosen Course. The Entry Criteria are explained in section 5 of our Admissions Policy. As part of our admissions process, we may invite you to attend an audition or interview, attend a selection day and/or submit a portfolio. At this stage, we may also check your eligibility to pay tuition fees.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

- 1.5 If you do not satisfy our Entry Criteria, we may decide not to offer you a place on the Course unless we decide, in our absolute discretion, that you have demonstrated similar academic potential as is required by our Entry Criteria, in which case we will consider you for a place on the Course.
- 1.6 If you satisfy the Entry Criteria, we will consider you for a place on the Course. We do not guarantee you a place on a Course because you meet, or are expected to meet, the Entry Criteria. We may decline your application for other reasons such as (without limitation) over-subscription for the relevant Course. In making our decision, we may consider any of the following (depending on the level, method, faculty and Course of study) in order to select the best-prepared applicants:
- 1.6.1 your actual and predicted entry qualifications;
 - 1.6.2 your personal statement;
 - 1.6.3 your references;
 - 1.6.4 any work experience undertaken;
 - 1.6.5 your performance in any interview we have asked you to attend;
 - 1.6.6 your performance in any selection tests taken or written work set (during the selection day or completed before interview);
 - 1.6.7 your performance in any audition we have asked you to attend;
 - 1.6.8 your portfolio (if applicable);
 - 1.6.9 your research proposal submitted (this is only relevant for postgraduate research study);
 - 1.6.10 your academic and research skills (if applicable); and/or
 - 1.6.11 any unspent criminal convictions.

Students with disabilities

- 1.7 You may declare any disability you have on the application form. Where you have declared a disability in your application, in determining whether to offer you a place, we will consider whether you can be supported on your chosen Course via reasonable adjustment to our facilities, Course materials and/or assessment arrangements. You are not required to declare a disability; however, if you do not declare a disability in your application and we subsequently determine that we cannot support you with reasonable adjustment to our facilities and/or Course materials, where possible, we will try to offer you an alternative Course. If we are not able to offer an alternative Course, or you do not want to accept a place on an alternative Course, then:
- 1.7.1 if you have not completed Enrolment, our Offer and your acceptance will be considered withdraw; or
 - 1.7.2 if you have completed Enrolment, the agreement between us will be terminated immediately by written notice to you,

and, in such circumstances, we will refund any Fees paid to us subject to the terms of our Refund Policy.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS**Offers**

- 1.8 **This clause applies to students applying via UCAS only:** If we decide to offer you a place on the Course and you have applied via UCAS, we will send you either a conditional or unconditional Offer via the UCAS system. Subject to paragraph B of the Appendix (for Tier 4 Students), to accept or refuse the Offer, you must respond via the UCAS system and in accordance with the UCAS rules and regulations. The date by which you must accept the Offer is set by UCAS (the "Deadline"). If you do not accept the Offer by the Deadline, the Offer will be deemed automatically withdrawn.
- 1.9 **This clause applies to students that apply directly to ICMP via the Institute Website or through an overseas agent:** If we decide to make you an Offer, and you have applied directly to ICMP via the Institute Website or through an overseas agent we will send you directly or via any agent authorised to act on your behalf either a conditional or an unconditional Offer by letter or email. Subject to paragraph B of the Appendix (for Tier 4 Students), to accept or refuse the Offer you must respond directly to us via the link to the Institute's Website, following the instructions set out in your Offer letter/email. The date by which you must accept the Offer will be specified in the offer letter/email (the "Deadline"). If you do not accept the Offer by the Deadline, the Offer will be deemed automatically withdrawn on the Deadline date.
- 1.10 Subject to clause 1.11, your acceptance of our Offer under clause 1.8 or 1.9 does not constitute a binding agreement. A binding agreement between us will be formed when your status has changed to "Registered" and we send you an email to confirm this, as described in clauses 1.17 and 1.19 below.
- 1.11 Where our Offer is conditional and you do not meet the conditions of our Offer by the date specified in our Offer, we may (in our absolute discretion) waive the conditions of the Offer in which case we will notify you of this in writing. If we do not waive the conditions of the Offer then we will notify you via UCAS or directly in writing, as applicable, that our Offer and your acceptance are withdrawn.
- 1.12 **This clause applies to students applying via UCAS only: the UCAS "insurance" acceptance:** If your acceptance of a conditional Offer was an "insurance" acceptance and you meet the conditions for your first choice course or, you do not meet the conditions but you are accepted on your first choice course, our Offer and your "insurance" acceptance of it will be deemed automatically withdrawn.
- 1.13 **This clause applies to students applying via UCAS only: Registering for Adjustment: The UCAS "adjustment process":** If you have registered for "adjustment" via the UCAS system, you must contact us to let us know that you would like us to consider you for a place on a Course. You must make it clear that you are using the "adjustment process" and not the "clearing process". We will consider your application in accordance with the clauses 1.4 to 1.6 (above). If we decide to make you an Offer we will send you an unconditional Offer via the UCAS system. You can accept the Offer in accordance with clause 1.8 (above) but your acceptance of our Offer will not constitute a binding agreement. A binding agreement between us will be formed when your status has changed to "Registered" and we send you an email to confirm this, as described in clauses 1.17 and 1.19 below.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

- 1.14 **This clause applies to students applying via UCAS only: Changing courses via the UCAS "adjustment process":** If you have accepted a place on a Course with us and met the conditions (if any) but you have registered for "adjustment" and you are accepted on another course, our Offer and your acceptance of it will be deemed automatically withdrawn.
- 1.15 **This clause applies to students applying via UCAS only: The UCAS "clearing process":** If you are using the UCAS "clearing process" and you would like us to consider you for a place, you must contact us and provide us with your "clearing number" and "personal ID" number. We will consider your application in accordance with the clauses 1.4 to 1.6 (above). If we decide to make you an Offer we will let you know via telephone or email and we will ask you to make us your "clearing choice" on the UCAS system. After we have verified your information on the UCAS system we will formally accept you via the UCAS system. However a binding agreement will not be formed until your status has changed to "Registered" and we send you an email to confirm this, as described in clauses 1.17 and 1.19 below.
- 1.16 Once you have accepted our Offer (as described in either clause 1.8 or 1.9 (depending on your method of application) and met any conditions specified in our Offer and (for Tier 4 Students only) completed the actions listed in paragraph B of the Appendix, we will send you an email invitation to complete Enrolment via the Student Gateway. You must complete Enrolment within the time frame specified in the email invitation. The email invitation will contain instructions on how to log on to the Student Gateway and will provide you with your login details.

Enrolment

- 1.17 To Enrol you must access the Student Gateway on the Institute Website and:
- 1.17.1 confirm that you accept these Terms and the other documents listed in clause 1.1 (above);
- 1.17.2 agree to pay the Fees as described in clause 2.1 (unless you have already paid the Fees);
- 1.17.3 provide a term time address and any other supplementary data requested by us on the Student Gateway; and
- 1.17.4 upload:
- (i) your photo identification;
 - (ii) copies of your examination results/certificates (for students not applying via UCAS);
 - (iii) if you are having all or part of your Fees paid for by a third party ("Financial Sponsor"), a confirmatory letter on headed paper from the Financial Sponsor;
 - (iv) if your local education authority is paying your Fees, a letter from Student Finance England; and
 - (v) if you are under 18 years old on the date that you submitted your application form to us, a signed parental consent form.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

- 1.18 If you do not complete Enrolment within the required time frame our Offer and your acceptance will be withdrawn by written notice to you.
- 1.19 Once you have completed Enrolment to our satisfaction, we will change your status to "Registered" and we will send you an email to confirm this; at this point a binding agreement will be formed between us.
- 1.20 If you are a Tier 4 Student please see paragraph C of the Appendix in relation to the assignment of a CAS and paragraph D of the Appendix in relation to your visa application.

Re-Enrolment

- 1.21 If your Course is longer than one academic year, to continue on the second and any subsequent academic years of your Course you must, prior to the start of each academic year:
- 1.21.1 have met the academic conditions for progression as set out in the Course Handbook;
 - 1.21.2 not owe us any Fees for the previous year(s);
 - 1.21.3 have a satisfactory attendance and conduct record as required by the Course Handbook; and
 - 1.21.4 repeat the procedure for Enrolment set out in clauses 1.17.1 to 1.17.3 and clauses 1.17.4 (iii) & (iv) above.
- 1.22 If you fail to meet, or fail to do, any of the requirements or actions specified in clause 1.21 above then your place on the Course will be withdrawn and the agreement between us will terminate immediately by written notice to you.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

Induction

1.23 Following completion of Enrolment, we will provide you with details about the time and place for your Induction. On Induction:

1.23.1 you will be required to provide us with the following original documentation (unless previously provided to us):

- (i) qualification certificates and/ or exam results;
- (ii) documentation to verify your identity; and
- (iii) **if you are a Tier 4 Student**, the documentation listed in paragraphs F6 and F7 of the Appendix; and

1.23.2 we will verify that your Fees have either been paid (for the full Course (if the Course duration is one year or less) or for the first year (if the Course duration is more than one year)) by you or your Financial Sponsor, or that Student Finance England will be paying your Fees.

If you do not provide us with the information requested, or we are not able to verify that your Fees have been paid (or will be paid by Student Finance England), to our satisfaction, we may withdraw your place on the Course and terminate the agreement between us immediately by written notice to you.

1.24 Upon our satisfactory receipt of the original documentation mentioned in clause 1.23 (above) and verification that your Fees have been paid (or will be paid by Student Finance England), we will change your status on the Student Gateway to "Live" and inform you of this by email. You may then proceed to study on your chosen Full Time Course.

2. Payment of Fees

2.1 The Course tuition fees ("Fees") are detailed on our fee list (which can be found in our prospectus and/or here on [our website](#)) and are confirmed to you when we send you our Offer.

2.2 Unless you are a Tier 4 Student, you must pay the Fees (by the method specified by us) for the full Course (if the Course duration is one year or less) or for the first year (if the Course duration is more than one year) by Induction unless we, in our absolute discretion, agree that you may pay the Fees in instalments. If you are a **Tier 4 Student**, you must pay the Fees (by the method specified by us) at the time set out in paragraph B of the Appendix.

2.3 If a Financial Sponsor is paying your Fees on your behalf, you must ensure the Financial Sponsor is made aware of these Terms before accept our Offer. You are responsible for payment of your Fees even if you arrange for a Financial Sponsor to pay these on your behalf. Our agreement is with you and not with any Financial Sponsor.

2.4 We endeavour to ensure that the Fees are accurate at the time of publication. If the Fees change, we will notify you in writing when we make our Offer. We have no control over or responsibility for fees payable to third

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

parties, such as (without limitation) accommodation costs.

2.5 If you fail to pay all or any part of your tuition fees for any reason, (provided such outstanding amount is not trivial) we reserve the right (at our discretion) to take one or more of the following actions:

- 2.5.1 suspend or exclude you from your Course;
- 2.5.2 withhold your exam results and any certificate (although we will inform you of any coursework you need to re-sit);
- 2.5.3 withhold any documentation required for a visa extension;
- 2.5.4 take legal action against you to recover the Fees payable to us, plus our reasonable expenses for the costs of taking such an action; and/or
- 2.5.5 terminate our agreement immediately on written notice; and/or

Prior to taking any actions listed at clauses 2.5.1 to 2.5.4, we will use reasonable endeavours to contact you to request payment and discuss how the issue may be resolved.

3 Your Obligations

3.1 You agree to:

- 3.1.1 Enrol at the start of the Course and, if the Course duration is longer than one year, at the start of each subsequent year of your Course;
- 3.1.2 attend the Induction at the start of your Course and, if the Course duration is longer than one year, at the start of each subsequent year of your Course;
- 3.1.3 register with any applicable professional bodies as a student member;
- 3.1.4 register for examinations in good time;
- 3.1.5 at all times throughout your Course, comply with these Terms, the Course Handbook for your chosen Course and the IT Policy and the reasonable requests of our teaching and support staff;
- 3.1.6 at all times throughout your Course, comply with all requirements imposed by law, regulation or judicial order at any time.
- 3.1.7 keep us informed of:
 - (i) any change in your visa status; and
 - (ii) any changes to the personal information (including your home address, telephone numbers and next of kin) provided in your application form;
- 3.1.8 declare any criminal charges pending against you and any criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your Course;
- 3.1.9 submit your own work and not plagiarise the work of others;
- 3.1.10 behave appropriately at all times and in such a manner as not to:

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

- (i) cause a nuisance, injury or damage to other persons (in particular, other students, our employees, contractors, agents and any visitors) or to any of our property;
- (ii) impede or prevent the provision of any programme or Course of study offered by us; or
- (iii) cause damage to our reputation.

3.1.11 **if you are a Tier 4 Student**, prior to your entry to the UK, provide us with your personal email address and your mobile telephone number that you will be using in the UK so that we may maintain contact with you.

3.2 If you fail to comply with your obligations under clause 3.1, we may at our discretion:

3.2.1 notify you of such failure and where appropriate arrange a meeting with you; and/or

3.2.2 if your breach is serious or persistent, dismiss you with immediate effect from your Course and terminate our agreement immediately on written notice, In line with the student disciplinary code as detailed in the Course Handbook.

3.3 You are required to attend your Course in full and comply with our attendance and punctuality requirements set out in the Course Handbook. We monitor your attendance in accordance with our policy set out in the Course Handbook. If you are a Tier 4 Student please see paragraph E of the Appendix for additional terms regarding your attendance.

3.4 If your attendance is not, in our reasonable discretion, of a satisfactory standard (regardless of the reason for any absence and whether on a cumulative or consecutive basis), we will provide written notice to you that continued failure to attend the Course may result in your dismissal from the Course. If, following such notice, your attendance on the Course continues to be unsatisfactory (in our reasonable discretion), we reserve the right to dismiss you with immediate effect at any time from the Course and terminate our agreement immediately by written notice to you.

3.5 Please note that in the event of termination under clause 3.4, we may:

3.5.1 if you are a Tier 4 Student, withdraw sponsorship and notify the UKVI; and

3.5.2 notify any of the following (as applicable) that you are no longer a student:

- (i) any relevant authority (e.g. NHS, Transport for London, Local Council, your bank or HM Revenue and Customs);
- (ii) if you are under 18 years old, your parent(s) or legal guardian;
- (iii) your Financial Sponsor; and/or
- (iv) Student Finance England.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

4. Our Rights and Obligations

- 4.1 We shall provide our tuition services with reasonable skill and care.
- 4.2 Subject to clause 4.4 below, we have the right to revise and amend these Terms from time to time and we will give you prior notice of any changes to our Terms.
- 4.3 Course start and end dates are not expected to change. However, subject to clause 4.4 below, we reserve the right to change Course dates, cancel Courses, change tutors and locations from the published timetables for reasons such as non-availability of venues, insufficient take-up of the relevant Course, and sickness or other absence of tutors. We also reserve the right to change Course or Module content, assessment and progression regulations where such changes are required or recommended by our validation and accreditation partners or arise from our own quality assurance and enhancement processes. We will give as much notice and explanation of any such change as is reasonably possible and, where possible, we will try to offer an alternative academic programme (visa regulations permitting).
- 4.4 If any change we make pursuant to clause 4.2 or 4.3 would result in you having to pay increased Fees or receiving a materially different service from us, and this adversely affects you, you may withdraw from the Course and terminate our agreement immediately by written notice and we will reimburse you for any reasonable costs, other than for tuition, already incurred by you in relation to the Course, such as visa fees and travel costs directly relating to the Course and:
- 4.4.1 if you withdraw prior to the Course start date, a full refund of the tuition fees already paid to us;
or
- 4.4.2 if you withdraw on or after the Course start date, we will provide you with an appropriate refund of tuition fees already paid to us, taking into consideration the proportion of the Course completed at the time of termination of our agreement, unless this has arisen because of Course cancellation or relocation outside of Greater London for a complete semester or more, in which case you will receive a full refund of tuition fees already paid to us.
- 4.5 If you have a complaint relating to any academic or non-academic aspect of the Course, please use our Complaints Handling Procedure. We agree to comply with our obligations set out in the Complaints Handling Procedure.
- 5. Visa Compliance: If you are a Tier 4 Student, please see paragraph F for additional terms relating to visa compliance.**

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

6. Your Cancellation Rights, Course Withdrawals, Course Transfers and Deferrals

6.1 **Withdrawing from the Course:** Your rights to withdraw from the Course and cancel the agreement between us are set out in clauses 6.2 to 6.7 below.

Cooling-off Period

6.2 **If you change your mind about the Course:** you have the legal right to change your mind and cancel the agreement between us within 14 days starting from the day after we send you the email confirming you have completed Enrolment to our satisfaction and your status has been changed to "Registered" (the "Cooling-off Period"), without giving a reason. Subject to clause 6.3 (below), we will refund any Fees already paid to us by you or any Financial Sponsor. Any refund payable to you under this clause will be paid within 14 days of you cancelling the agreement.

6.3 **If you are accepted on a Course which starts during the Cooling-off Period and you change your mind during the Cooling-off Period:** If you cancel the agreement under clause 6.2 but the Course has already started, you must pay for the part of the Course that has been provided until the time that you cancel the agreement. The amount will be in proportion to the part of the Course that has been provided, in comparison with the Fees for the full Course.

6.4 **How to cancel the agreement within the Cooling-off Period:** To cancel the agreement with us, please let us know by a clear statement setting out your decision to cancel the agreement between us. You may use the withdrawal form on the Student Gateway to notify us. If you would like to use this form please print it off, complete it as indicated, and post it to Administration (Data Team), The Institute of Contemporary Music Performance, Foundation House, 1A Dyne Road, London NW6 7XG or email it to data@icmp.co.uk. We will promptly acknowledge receipt of your cancellation in writing.

After Cooling off Period

6.5 **Withdrawing from the Course before Induction:** Subject to clause 6.7 (below), if you wish to withdraw from the Course after the Cooling-off Period has expired but before Induction, you must notify us in writing. We will refund Fees paid to us, subject to the terms of our Refund Policy.

6.6 **Withdrawing from the Course at or after Induction:** Subject to clause 6.7 (below), if you wish to withdraw from the Course after Induction and after the Cooling-off Period has expired, you must first notify and meet with your Programme Leader. If, after meeting with the Programme Leader, you still wish to withdraw from the Course, you must send a withdrawal form, signed by your Programme Leader to the Administration. We will refund any Fees paid to us subject to the terms of our Refund Policy.

6.7 **Exceptional Circumstances:** If you need to withdraw from the Course due to exceptional circumstances, you should inform us immediately. If, in our reasonable opinion, we agree in writing that the circumstances are

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

exceptional, you may cancel the agreement between us immediately by written notice. We will refund any Fees subject to the terms of our Refund Policy.

6.8 **If you want to transfer your Course at or after Induction:** We may grant Course transfers at or after Induction, in our absolute discretion, provided that, if you wish to transfer Courses:

6.8.1 you first meet with your current Programme Leader and the Programme Leader of your proposed new Course. If both programme leaders agree to the transfer, a completed transfer form signed by you and both Programme Leaders is submitted by one of the Programme leaders to the Administration for the change to be recorded; and

6.8.2 **for Tier 4 Students**, the new Course meets the UKVI requirements including (without limitation) the progression requirement.

For Tier 4 Students, please see paragraph G1.1 of the Appendix for additional terms in relation to course transfers.

6.9 **If you want to defer your Course:** We may grant Course deferrals prior to Induction in our absolute discretion. To request a Course deferral you must:

6.9.1 request this via letter or email to the admissions section of the Administration before the date of your Induction; and

6.9.2 **for international students**, if you wish to defer your Course after you arrive in the UK, inform us immediately.

For Tier 4 Students, please see paragraph G1.2 of the Appendix for additional terms in relation to course deferrals.

6.10 **For Tier 4 Students please see paragraph G1.3 of the Appendix** if (a) your visa is due to expire before you complete your Course and you need to apply for a new visa for further leave to remain to complete your studies; or (b) you require a further CAS to study on your Course.

6.11 **For Tier 4 Students please see paragraph G1.4 of the Appendix** if your application for a new entry clearance visa for further leave to remain is refused.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

7. Refund Policy

We will refund Fees in accordance with our Refund Policy.

8. Information Sharing and Data Protection

Please refer to the Data Protection Policy for details of how we use the information that we collect from you.

9. General liability

- 9.1 Subject to clause 9.2 (below) if we fail to comply with the agreement between us, we are responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with our agreement, but, subject to clause 9.3, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the agreement between us was made, both we and you knew it might happen.
- 9.2 Subject to clause 9.3 (below), our total liability to you under our agreement shall not exceed the total Fees payable and any reasonable costs already incurred by you in relation to the Course, such as Visa fees, accommodation costs and travel costs directly relating to the Course.
- 9.3 Nothing in this agreement shall exclude or limit in any way:
- 9.3.1 either party's liability for death or personal injury caused by its negligence; or
 - 9.3.2 either party's liability for fraud or fraudulent misrepresentation; or
 - 9.3.3 any liability we may have which cannot be excluded or limited under laws relating to discrimination, occupier's liability or health and safety.

10. Events Outside Our Control

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an event outside our reasonable control, including changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary licence ("Event Outside Our Control").
- 10.2 Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Event Outside Our Control to a close or to find a solution by which our obligations under these Terms can be performed despite the Event Outside Our Control.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

11. Intellectual Property

- 11.1 The copyright, design right and all other intellectual property rights in any Course materials and other documents or items that we prepare or provide in connection with any Course taught at the Institute will belong to us, or our licensors, absolutely.
- 11.2 You may not use the materials, documents or other items detailed in clause 11.1 for any commercial purpose.

12. Notices

- 12.1 Any notice or other communication given to a party under or in connection with our Agreement shall be in writing and shall be:

12.1.1 by hand;

12.1.2 by pre-paid first-class post or other next working day delivery service at the address mentioned below; or

12.1.3 sent by email to the email address specified below,

The Institute: Administration, The Institute of Contemporary Music Performance,
Foundation House, 1A Dyne Road, London NW6 7XG. Email address: adminenquiries@icmp.co.uk

You: the correspondence address or email address provided in your application form (or any other address you notify to us in accordance with this clause 12.1).

- 12.2 Any notice or communication shall be deemed to have been received:

12.2.1 if delivered by hand or sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

12.2.2 if sent by email, at 9.00 am on the next Business Day after the time of transmission unless a notification of non-delivery is received by the sender.

- 12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS**13. General**

- 13.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, such term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 13.2 If we fail, at any time while this agreement is in force, to insist that you perform any of your obligations under this agreement, or if we do not exercise any of our rights or remedies under this agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 13.3 A person who is not party to this agreement (including without limitation any party that is responsible in whole or part for your Fees) shall not have any rights under or in connection with it.
- 13.4 Subject to clauses 4.2 and 4.3, no variation of this Agreement shall be effective unless it is in writing and signed by you and us.
- 13.5 This agreement shall be governed by English law and you and we agree to the exclusive jurisdiction of the English courts.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

Appendix - additional Terms and Conditions for Tier 4 Students

This Appendix applies to Tier 4 Students only.

Application process

A. If, at any time, it becomes apparent that we have made an Offer and/or accepted you on a Course based on an application, or on any other information or documents that you provided in connection with your application, that contains statements that are fraudulent, untrue or misleading, in addition to the actions set out in clause 1.2, we may also withdraw visa sponsorship and report you to the UKVI. In such cases, the UKVI may require you to leave the UK and, depending on the circumstances, may ban you from entering the UK for up to 10 years.

Offers

B. If you are a Tier 4 Student, to accept our Offer you must follow the procedure set out in either clause 1.8 (if you are applying via UCAS) or clause 1.9 (if you apply directly to ICMP via the Institute Website or through an overseas agent), and we must receive from you on or before the Deadline, the following:

- i. a CAS declaration form, signed by you;
- ii. the Fees (for the full Course (if the Course duration is one year or less) or for the first year (if the Course duration is more than one year)) in cleared funds by the method specified by us;
- iii. copies of any documentation we may reasonably request, including (without limitation) the documentation listed at section 3 of the CAS Policy; and
- iv. satisfactory evidence that you meet the current English language requirement specified by us in section 3.1 of the CAS Policy,

failing which the Offer will be deemed withdrawn, unless we in our absolute discretion agree to grant an extension of time. We will notify you in writing of our decision to withdraw the Offer or grant an extension.

Enrolment and issue of a CAS

C. **If you are a Tier 4 Student**, When a binding agreement has formed between us (as described in clauses 1.17 and 1.19, we will assign you a CAS to enable you to apply for UK entry clearance/leave to remain as a student. The UKVI grants student visa applications in its sole discretion and we do not accept any responsibility for the success or failure of any student visa application unless such failure is as a direct result of any error by us.

Visa Application

D. **If you are a Tier 4 Student**:

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

- i. you agree to keep us updated on the progress of your visa application and, if applying from within the UK, send us a receipt of posting as confirmation that you have made your visa application;
- ii. immediately upon notification from the UKVI, you agree to let us know the outcome of your visa application, irrespective of whether the application is granted or refused;
- iii. if your visa application is granted in-country (i.e. within the UK), the UKVI will issue a biometric ID card, which you should receive by post. If your visa is granted out-of-country your passport will be endorsed with a 30-day entry clearance vignette (if the Course is longer than 6 months) or entry clearance (if the length of the Course is 6 months or less). Within 10 days of arrival, if you have been issued a 30-day vignette, you will have to collect your biometrics ID card from the Post Office that you selected. You must send us copies of all documents you receive from the UKVI, including (without limitation) the biometric ID card, immediately upon receipt. Failure to do so may result in us, withdrawing your place on the Course or dismissing you from the Course and terminating the agreement between us;
- iv. if your visa application is refused, you must provide us with a copy of your refusal of entry clearance/leave to remain notification immediately upon receipt;
- v. if, following a visa application refusal, you still wish to study on a Full Time Course, you must reapply for a CAS by notifying us within five working days of the refusal and provide us with documentation to demonstrate that you have addressed the reason for the refusal. Upon receipt of the above items listed in (i) and (ii) of this clause, we will decide whether it is appropriate to issue you with a new CAS. Our decision will be based on the reason for the visa refusal, our assessment of the risk of another refusal and any other reason that we, in our absolute discretion, deem appropriate. If we decide to assign you with a new CAS, the provisions of paragraphs D(i) to D(vi) of this Appendix will apply in relation to your new application for UK entry clearance/further leave to remain as a student as they did to your original application (with any necessary changes made). If we decide not to issue you with a new CAS we will refund any Fees paid to us less the administration fee of £300. If your second visa application is refused the Institute will not assign any further CAS to you; and
- vi. if, following a visa application refusal, you do not wish to reapply for a student visa, or you fail to notify us that you wish to reapply within the time limit specified in paragraph D(v) of this Appendix (above), we will refund any Fees paid to us less an administration fee of £300 and the agreement between us will terminate automatically.

Absences

- E. This clause applies to Tier 4 Students only:** if you are a Tier 4 Student and your level of attendance for your timetabled engagements falls below the required level (as specified in the Course Handbook)

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

we may decide not to grant you a certificate of attendance. In addition, we may terminate our agreement, dismiss you from the Course, withdraw your sponsorship and notify the UKVI.

F. **Visa Compliance:**

F.1 You confirm that you enter into this agreement for the purposes of undertaking and completing your Course and not for any other purpose, including without limitation to seek employment or healthcare during the period of the Course.

F.2 You must adhere to all rules, regulations and requirements as stipulated by the UKVI and by us regarding student visas. The UKVI rules, regulations and requirements are available to read at www.gov.uk/tier-4-general-visa.

F.3 **If your visa application is refused**, then any Fees paid will be refunded in accordance with our Refund Policy.

F.4 **In the event of termination of our agreement for any reason**, you will not proceed with any visa application on the basis of your application to us. We will withdraw any CAS if not used. If you have already used your CAS to make a visa application, you will need to contact the UKVI to withdraw your visa application, failing which your visa application will be refused. If your visa has already been approved by the UKVI, your visa will be curtailed accordingly.

F.5 You must complete your Course within the timeframe specified in your CAS, failing which we may dismiss you from the Course and terminate our agreement immediately on written notice. If you are unable to complete the Course due to illness or for any other exceptional reason, we will try to accommodate you on a later Course. In the event of such deferral, we may need to withdraw our sponsorship (to comply with our UKVI requirements), and require you to reapply for your Course from your home country.

F.6 On Induction you must provide us with the following information:

F.6.1 your current original passport containing your UK immigration status document and original biometric residence permit (if applicable), to enable us to take a photocopy/electronic copy of the relevant page; and

F.6.2 any original documents relied on in support of your application.

F.7 On Induction and at all times during your studies on the Course you must provide us with:

F.7.1 your up-to-date contact details, including your UK residential address, telephone number (landline and mobile), email address and contact details of your next of kin;

F.7.2 prior notification of any intended absence from your Course for any period together with the reason for such absence and any supporting evidence in accordance with our attendance and punctuality requirements set out in the Course Handbook;

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

- F.7.3 prior notification of any intended withdrawal from the Course, with supporting evidence of re-enrolment with a different sponsor, change of immigration category or re-entry into your home country, to be provided as soon as it becomes available; and
- F.7.4 any other information or details of any change in circumstances which could affect your immigration and visa status.
- F.8 We are required to provide certain information about you to the UKVI if you do not comply with UKVI requirements, for example (without limitation) where:
- F.8.1 you fail to complete Enrolment or report to the Institute at Induction;
- F.8.2 you miss 10 consecutive expected contact points;
- F.8.3 you successfully complete your Course in a shorter period than originally planned;
- F.8.4 you cancel or we dismiss you from the Course for any reason; or
- F.8.5 for any other reason at the UKVI's reasonable request.
- F.9 We are entitled to withdraw visa support from you, and we may terminate our agreement immediately on written notice at any time for any of the following:
- F.9.1 non-payment of all or part of the Fees;
- F.9.2 failure to meet the ongoing attendance requirements as set out in the Course Handbook;
- F.9.3 failure or late commencement of study and/or late Induction or failure to report to us at Induction;
or
- F.9.4 any other failure (past or present) to meet visa regulations and/ or UKVI requirements and/or failure to demonstrate (in our reasonable opinion) satisfactory academic progression.
- We will, where we consider it appropriate, give you reasonable warning.
- F.10 We reserve the right to inform the appropriate authorities (including, without limitation, the UKVI) where:
- F.10.1 you have been removed from studying with us for any of the reasons described in paragraph F.9 of this Appendix (above);
- F.10.2 you are failing to meet ongoing attendance requirements as set out in the Course Handbook;
- F.10.3 you are (in our reasonable opinion) failing to make satisfactory academic progress; or
- F.10.4 you have committed any breach of these Terms.
- F.11 Before you complete your Course, you must:
- F.11.1 inform us in writing as to whether you are leaving the UK (either to return to your home country or otherwise) or remaining in the UK and, if remaining, on what basis (for example, without limitation) as a student undertaking a further Course of study); and

TERMS AND CONDITIONS FOR FULL TIME STUDENTS

F.11.2 provide us with supporting documentation as evidence of your plans (for example, without limitation, a copy of your return air flight ticket or an enrolment offer).

After Cooling-off period

Course Transfers

G.1.1 **For Tier 4 Students**, we will report all Course transfers to the UKVI. If your visa does not cover the period required to complete the new Course, you will need to apply for a new visa. Due to UKVI policies, you will have to return to your home country and apply for fresh entry clearance (providing you meet the UKVI criteria) for further leave to remain. We will issue and assign to you a further CAS to enable you to make your "entry clearance" application. If your new Course is shorter than the Course for which you were originally issued a visa, your new Course end date will be notified to the UKVI immediately and your leave will be curtailed accordingly.

Course Deferrals

G.1.2 **For Tier 4 Students**, a deferral will result in us withdrawing sponsorship and your leave being curtailed. When you are ready to recommence your studies, you will need to reapply for a CAS. If you comply with these Terms and the UKVI regulations and any further requirements we may stipulate (including, without limitation, [payment]), we may issue you a further CAS. If you are in the UK when sponsorship is withdrawn, you will have to leave the UK, switch into another visa category or change sponsor.

TERMS AND CONDITIONS FOR FULL TIME STUDENTS**New visa applications/ issue of CAS**

G.1.3 **This clause applies to Tier 4 Students only:** If (a) your visa is due to expire before you complete your Course and you need to apply for a new visa for further leave to remain to complete your studies; or (b) you require a further CAS to study on your Course, we will issue and assign to you a CAS to enable you to do so, provided that:

- a) in our reasonable opinion, you are making satisfactory progress in your studies;
- b) you have complied with all rules, regulations, and requirements as stipulated by the UKVI and by us regarding student visas;
- c) you do not owe us any Fees;
- d) we have no grounds to believe that your visa application could be refused; and
- e) if requested by the UKVI, you attend a visa appointment.

Please note that in accordance with current UKVI regulations you will not be able to extend your visa within the UK. You will have to return to your home country and apply for fresh entry clearance (providing you meet the UKVI criteria) for further leave to remain.

G.1.4 **This clause applies to Tier 4 Students only:** If your application for a new entry clearance visa for further leave to remain is refused, we will:

- (a) not issue a further CAS;
- (b) dismiss you from the Course; and
- (c) this agreement will terminate automatically.