

Student Terms and Conditions (Higher Education)

August 2026

1. GENERAL INFORMATION

1.1 These Terms and Conditions contains important information about your contract with Trinity Laban (the “Conservatoire”) as an applicant to our higher education programmes or courses of study. These Terms and Conditions include:

- The basis on which the Conservatoire will provide your course
- The Conservatoire’s legal obligations to you
- Your legal obligations to the Conservatoire (including to pay Fees)
- When we can make changes to the Contract
- When the contract may be ended by you or us
- Your intellectual property rights

1.2 These Terms and Conditions include other important information about our relationship with you. Please read these terms and conditions carefully before accepting your offer.

2. ABOUT US

2.1 Trinity Laban is a [company limited by guarantee and a registered charity with Company No 00051090. Our registered place of business is at King Charles Court, Old Royal Naval College, Greenwich, London, SE10 9JF] (“the Conservatoire”).

3. THE CONSERVATOIRE’S CONTRACT WITH YOU

3.1 If you are successful in your application, you will be made an offer in respect of that course to study at the Conservatoire (the “Offer”) via UCAS Conservatoire. The Offer letter will provide you with important information about:

- The course, tuition, assessment and other related services the Conservatoire will provide to you (the “Services”)
- Details about the tuition fees payable by you for the duration of the course (the “Tuition Fees”)
- Details of any other additional costs which you may need to pay in connection with your course (for example fees for field trips or other activities will you will be required to undertake as part of your course) (the “Additional Fees”) (collectively the Tuition Fees and Additional Fees shall be referred to in these Terms and Conditions as the “Fees”);
- The duration of the Contract; and
- Details of any conditions that will apply to your Contract
- A copy of these Terms and Conditions.

4. YOUR CONTRACT – HOW TO ACCEPT YOUR OFFER

4.1 Your Contract with us will become legally binding on you and the Conservatoire when you accept the Offer, following the instructions for acceptance set out in your Offer letter within the time period specified.

4.2 The Contract between you and the Conservatoire includes the following:

- These Terms and Conditions;
- The Offer letter;
- The [Fees and Finance](#) section of our website;
- Any conditions of entry set out on the UCAS Conservatoires website; and
- The Conservatoire's, codes, regulations, policies and procedures referred to in the Terms and Conditions

4.3 Enrolment is a separate process that takes place before the start of each academic year, and will usually be a condition of your Contract. Please note that you will already have entered into a Contract with us before Enrolment. By enrolling as a student at the Conservatoire you confirm that you continue to comply with your Contract.

5. ENTRY REQUIREMENTS AND OTHER CONDITIONS THAT YOU MUST MEET AND COMPLY WITH

5.1 The Offer Letter, Conditions of Entry set out on the UCAS Conservatoires website, and these Terms and Conditions will set out any specific requirements that you need to comply with to allow you to start your Course. Some of these conditions will need to be complied with throughout your time with us, and you will not be able re-register each year unless you continue to meet them. If you fail to comply with any of these requirements at any time, we may be entitled to end the Contract or take other action against you as described in Clause 20. By way of example only, conditions may include compliance with requirements in connection with English language proficiency, immigration status, or be linked to minimum attendance requirements for your Course.

5.2 Please note that the continuing of the Contract is dependent on you meeting, and continuing to meet all Conditions set out in the Offer Letter and/or as otherwise specified in these Terms and Conditions.

6. YOUR OBLIGATIONS

6.1 You are required to:

- produce proof of identity and documentary evidence that you meet the entry requirements for the Course or have qualifications considered equivalent by the Conservatoire and that you meet any requirements set by the UK immigration authorities where relevant.
- as a condition of enrolment, to abide by the Conservatoire's Rules, Regulations, Procedures and Codes of Conduct.

- Paying the fees and any additional charges prescribed for your Course, in accordance with the published payment schedules as set out in the [Fees and Finance](#) section of our website.
- Complying with the Conservatoire's Regulations, Policies, Procedures and Codes of Conduct that apply to students and/or all users of the Conservatoire's facilities and services as published on the Conservatoire's website, Student Portal, Moodle or are otherwise provided to you. These Regulations, Policies, Procedures and Codes of Conduct include:
 - [The Student Code of Conduct](#)
 - [The Academic Quality Handbook and its appendices](#)
 - [The Academic Regulations](#)
 - The Conservatoire's [Policies and Procedures](#), including, but not limited to:
 - [Equality & Diversity Policy](#)
 - [Harassment and Sexual Misconduct Policy](#)
 - [Freedom of Speech Code of Practice](#)
 - Moodle, IT, Finance and Facilities policies and procedures.
- Completing any mandatory training that may be required by the Conservatoire and/or its regulator which will be communicated to you at enrolment stage.

7. OUR OBLIGATIONS AND THE SERVICES THE CONSERVATOIRE WILL PROVIDE

7.1 The Conservatoire will:

- Provide the teaching, assessments, learning support and other educational support services;
- Provide the Services to you with reasonable care and skill;
- Make an award to you where you have met all of the requirements under the Contract; and;
- Notify you of any changes to the Contract as soon as reasonably practicable.

8. YOUR LEGAL RIGHT TO CANCEL THE CONTRACT

8.1 You have a legal right to cancel the Contract within the 14 day period starting on the day after the day our Contract becomes legally beginning as described in clause 4 ("Cancellation Period"). You do not need to give a reason.

8.2 We may start to provide you with the Services before the end of the Cancellation Period if you request the Conservatoire to do so, for example, if you are only applying to the Conservatoire very soon before your Course is due to start. This will not prevent you from

cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once the Conservatoire have started to provide the Services to you, then the Conservatoire will be entitled to deduct from any refund a fair amount to reflect the Services you will have actually received until you notified the Conservatoire of your wish to cancel. This may include, for example, the costs of any requests for sponsorship visas and/or the cost of any tuition.

Process for notifying the Conservatoire of Cancellation

8.3 If you wish to cancel the Contract you must clearly inform the Conservatoire of your decision to cancel by:

- emailing admissions@trinitylaban.ac.uk
- cancelling via UCAS Conservatoire where this option remains available

9. ADDITIONAL RIGHTS YOU HAVE TO END THE CONTRACT

Before Enrolment

9.1 If you withdraw or cancel your place after the 14 day period but before enrolment, the Conservatoire will allow this without you incurring any fees.

After enrolment but before end of induction

9.2 Once enrolled at the Conservatoire, you will also have until the end of the one-week Welcome Week, the dates of which are provided to you at the enrolment stage, to change your mind and cancel your place.

9.3 Please refer to the **Payment of Fees** section below for financial penalties incurred for withdrawals after enrolment.

After induction

9.4 Please see clause 20.3 for details about other instances where you may wish to end the Contract, and what the consequences might be in such circumstances.

10. PAYMENT OF FEES

Fees

10.1 The Fees payable by you to the Conservatoire are set out in your Offer letter and in the [Fees and Finance](#) section on our website.

10.2 You will be responsible for making payment to the Conservatoire of the Fees, when due, under the Contract, and details about when and how you are required to pay the Conservatoire for any Fees are set out in the Offer Letter.

Increases to Fees

Home students

10.3 The Conservatoire's tuition fees are aligned with the maximum tuition fee cap set by the UK Government. The Conservatoire may increase Fees annually where the maximum tuition fee cap is increased by the UK Government.

10.4 The Conservatoire will confirm any maximum tuition fee cap-linked price increases to you on an annual basis by no later than **three months** before commencement of the start of each academic year by updating the relevant page in the [Fees and Finance](#) section on our website.

International students

10.5 The Conservatoire may increase Fees annually in line with the most up to date Retail Price Index All Items Excluding Mortgage Interest (RPI-X) published by the Office for National Statistics. The most up to date RPI-X is available at:

<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/cdkq>.

10.6 The Retail Price Index All Items Excluding Mortgage Interest is a measure of inflation published monthly by the Office for National Statistics. It measures the 12-month change in the UK's Retail Price Index excluding mortgage interest payments. When these Terms and Conditions were prepared, the Retail Price Index All Items Excluding Mortgage Interest rate was **August 2026** which stood at **3.3%**.

10.7 The Conservatoire will confirm any inflation-linked price increases to you on an annual basis by no later than **three months** before commencement of the start of each academic year by updating the relevant page in the [Fees and Finance](#) section of our website.

10.8 If you have arranged for a third party to pay the Fees on your behalf you will remain responsible to pay us the Fees in the event that the third party fails to do so when those Fees become due. If a refund is payable under this Contract, the Conservatoire may be required to make any refund directly to the third party who paid the Fees on your behalf.

10.9 If, at the end of an academic year that is not the final year of your Course, you are in debt to the Conservatoire for Fees, the Conservatoire reserve the right not to allow you to re-register on your course for the next academic year and to terminate the Contract as set out in Clause 20.

10.10 If, at the end of the final academic year of your Course, you are in debt to us for Fees, we reserve the right to withhold the award for your Course.

11. FINANCIAL AWARDS

11.1 If you are in receipt of a financial award, the following will apply to you:

- You are aware that you may be liable to repay the award (pro-rata, based on length of academic year that remains uncompleted) if you withdraw from the Course before completion, or the status of your Course changes.
- You understand that the award is paid termly and in the form of a fee reduction unless your fees are covered by an alternative source.
- You will not receive the award in full if there are any outstanding payments on your account with the Conservatoire (including tuition fees). The Conservatoire, may after giving you reasonable notice and opportunity for you to make payment, deduct the outstanding payments from the award total.
- The award is for one year only, and the calculations are based on fee status. If there is a change to your fee status, the award will be altered accordingly.
- The monies detailed on your invoice are only available for your studies during the present academic year. Any unclaimed funds following the end of your programme will not be available.
- Where applicable and not listed above, the specific conditions of any financial award received.

12. ACCURACY OF INFORMATION ON YOUR APPLICATION

12.1 It is your responsibility to make sure that all the information you give us is accurate and true. This includes accuracy of personal details since errors in students' names during the admissions and enrolment processes may result in incorrect degree transcripts.

12.2 The decision the Conservatoire takes about your application is made on the basis of the information that you have provided on your application form. If we find that you have made a false statement, or have left out significant information, we may withdraw or amend our offer. Similarly, the decision that the Conservatoire makes about your fee status (whether you pay Home or Overseas fees) is taken on the basis of the information that you have provided. If we find that you have made a false statement, given ambiguous information or have left out significant information, we may amend your fee status or withdraw our offer.

13. OUR RIGHT TO MAKE CHANGES TO THE CONTRACT AND TO THE COURSE

How we can make changes to the Contract and how this may impact you

13.1 Whilst Trinity Laban will always try and minimise making changes to the Contract (including changes to the Services and/or Course), there may be times where changes are needed. This section 13 describes the circumstances when we can make changes, as well as providing you with further information about what we will do where we look to make such changes.

Changes to pre-Contract information

13.2 If any information that we may have given to you at the time you were researching Trinity Laban and making an application for the Course changes by the time we send out our Offer, we will highlight details of those changes in the Offer.

13.3 By accepting our Offer, you will be confirming that you are accepting our Offer on the basis of the changes documented in the Offer. Examples of changes that we may make at this stage could include the following:

- changes made in response to feedback from students, external examiners and/or external review;
- changes made in response to annual and periodic quality monitoring and review mechanisms;
- unavoidable changes in our academic, teaching, or student support staff;
- where we advised that the Course was subject to minimum enrolment numbers at the time we advertised the Course, if there are, by the cut-off date notified to you, insufficient student numbers to make the Course viable, we may need to combine, alter or discontinue a Course;
- where we advised that the Course was subject to validation, revalidation, approval or accreditation at the time we advertised the Course, if validation, revalidation, approval, or accreditation has not been obtained by the date of your offer, we may need to combine, alter or discontinue a Course;
- changes that are required by law and/or as a result of a regulatory requirement that Trinity Laban, as a provider of educational services, is required to comply with;
- changes that are required by a statutory, regulatory and/or professional body and/or other regulator;
- reasonable changes to the content and teaching provided on the Course.

Changes after you have entered into the Contract with us

13.4 Where we need to make changes to the Contract and Services after our Contract has been formed, we will, in each case, assess the potential impact of such change on the Contract and our students and will follow the principles set out in this section 13. Trinity Laban is always looking to improve and enhance our students' experience with us, and we will engage in dialogue with our students throughout their studies, as well as with our teaching staff, and will actively seek feedback from these groups about how we can improve our service delivery to our students.

13.5 The circumstances that we describe in section 13.6 are not the only ones that may arise during your studies with us, but these will give you some context as to when we may need to amend the Contract (including the Services and Course). Section 13.7 provides you with illustrative examples of the type of changes that may arise as a result of the reasons set out in section 13.6.

When we can make changes to the Contract

13.6 We can make changes to our Contract (including to the Services and/or Course and/or to our Codes of Conduct, Rules, Regulations and Policies):

- to reflect changes in the law and/or professional, regulatory and/or statutory body and/or UKVI requirements;
- as required by government policy, regulatory requirements and/or guidance and/or a decision of a competent court or similar body ;
- to comply with any requirement set by the Office for Students and/or any funding body and/or other regulatory body;
- to comply with accrediting body requirements;
- to deal with unavoidable changes in our academic, teaching and/or support staff;
- to address and/or to take steps in response to a security threat;
- to incorporate sector good / best practice and/or guidance;
- in light of student feedback, external examiners' feedback and/or other external review;
- changes made in response to annual and periodic quality monitoring and review mechanisms;
- to reflect material developments in academic teaching, research and/or professional standards and/or requirements;
- in light of the withdrawal of any relevant accreditation;
- to reflect changes made by a placement provider and/or withdrawal of a placement by a placement provider
- to reflect changes made by a collaborative partner and/or the requirements of a collaborative partner
- for any other valid reason.

What type of changes may be made?

13.7 The reasons in section 13.6 above may result in a number of different changes being made by us in response. We have set out in this section 13.7 some examples of these responses and, to help you understand what such changes may mean for you in practice, we have done this by referring to those examples using the headings "major changes" and "minor changes". The provisions of section 13.8 will apply depending on the type of change that is anticipated at the time.

- i) *Minor Changes (non-exhaustive list of examples)*

- reasonable changes to the timetable for delivery of your Course;
- reasonable changes to the number of classes/lectures and/or other teaching activity relating to the Course;
- reasonable changes to the methods by which the Course is delivered and/or assessed;
- reasonable changes to the content and/or syllabus of the Course;
- changes to the way that we teach, supervise and/or assess a Course to ensure that we are continuing to provide that Course to you lawfully and/or to maintain academic standards and quality
- changes to the location of your Course teaching facilities, provided these are within the same campus and/or provided they are of equivalent quality as those advertised by us;
- additions and/or withdrawals of certain non-core modules on your Course;
- changes to reading lists to deal with changes in the relevant subject area relating to your Course to ensure the same remain as up to date as possible;
- procedural changes to our Codes of Conduct, Rules, Regulations and Policies that help improve the Course and/or Services to your benefit;

ii) Major Changes (non-exhaustive list of examples)

- significant changes to the way that we teach, supervise and/or assess a Course to ensure that we are continuing to provide that Course to you lawfully and/or to maintain academic standards and quality;
- additions of new and/or withdrawals of core/compulsory modules on your Course;
- to implement more significant changes to our Course;
- changing our security procedures to such an extent as may materially impact on the way that you previously acted when on campus with us;
- significant changes to the location and/or specification of your Course teaching facilities, which could include moving the Course to a different campus or a location that is not located near the original delivery campus.
- to make significant changes to our Codes of Conduct, Rules, Regulations and Policies where the same are not to your benefit.

How we will tell you about changes to the Contract

13.8 For minor changes, we will notify you of any amendments via email to your Trinity Laban email account, by providing you with as much notice as is in our view appropriate in

the circumstances. Where possible, we will look to provide this notice to you in advance, but this may not always be possible.

13.9 For major changes, we will notify you via email to your Trinity Laban email account as soon as possible, and in any event, generally no later than three months before we are due to make the relevant change.

13.10 If you do not agree with a major change we make to the Contract, you will be entitled to terminate the Contract in accordance with clause 20.2, and you may be entitled to an appropriate refund of the Fees you have paid to us.

Withdrawal, merger, etc of Courses

Pre-commencement of Course

13.11 There may be times where we need to discontinue a Course or decide not to provide a Programme or to merge or combine a Course with other Courses, if such action is reasonably considered to be necessary by Trinity Laban. If Trinity Laban decides to take such action prior to the Course commencing then it will use reasonable endeavours to notify you in advance and you shall be entitled to cancel this Course by written notice to Trinity Laban. In these circumstances you will be entitled to a refund of any deposit/Fees which you have paid to Trinity Laban.

Post-commencement of Course

13.12 Where the Conservatoire withdraws a Course ordinarily the Conservatoire will teach out the Course ensuring that all students enrolled on the Course will be able to complete the Course.

13.13 There may also be times where we need to discontinue a Course or to merge or combine a Course with other courses after a Course has commenced, if such action is required as a result of one of the reasons set out in clause 13.6.

13.4 If clause 13.13 applies, we will take reasonable steps to seek to:

- i) offer you a place on an alternative Course at Trinity Laban (subject to place availability and you complying with the requirements of admission to and registration on that Course); or
- ii) (at your request) assist you to join another Course at another institution, and
- iii) (if appropriate), issue you with a refund of the Fees paid.

Changes to Fees

13.5 Circumstances when there may be changes to fees are detailed in clause 10 above.

14. OUR LIABILITY TO YOU

14.1 If the Conservatoire fails to comply with this Contract, the Conservatoire is responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or

our negligence, but the Conservatoire is not responsible for any loss or damage that is not foreseeable if they were an obvious consequence of the Conservatoire's breach or if they were contemplated by you and the Conservatoire at the time we entered into this Contract.

14.2 The Conservatoire does not accept responsibility and we will not be liable to you for:

- i) any damage to your property (including to vehicles and bicycles parked on campus or at other parking locations as designated by us and to personal equipment such as mobiles, tablets and laptops) unless caused by our negligence;
- ii) work submitted for assessment that is not returned;
- iii) personal injury or death except in so far as it is caused by our negligence or;
- iv) loss of opportunity and loss of income or profit, however arising.

14.3 The Conservatoire does not exclude or limit its liability in any way for:

- i) death or personal injury caused by its negligence (including the negligence of the Conservatoires employees, representatives, agents and contractors);
- ii) fraud or fraudulent misrepresentation; or
- iii) any other matter which the Conservatoire is not permitted to exclude or limit its liability by law.

15. INTELLECTUAL PROPERTY AND PERFORMANCE RIGHTS

15.1 We will ask you to allow us to use your work for certain limited purposes, most crucially the process of internal moderation and assessment. By providing your acceptance, you will permit the Conservatoire to record, copy and retain your work, which we need to do in order to carry out assessment, as well as to use it for learning, teaching, research and publicity purposes. Your various rights are explained below, and in granting us this permission you can be assured of the terms under which your work will be used. You will also benefit from the opportunity to reflect on those performances that are retained by the Conservatoire.

15.2 As the Conservatoire's student, you have various rights as a result of Article 8 of the *European Convention on Human Rights*, the *Copyright, Design and Patents Act 1998*, *Data Protection Act 1998*, and subsequent legislation. These include copyright, performing rights, a reasonable expectation of privacy, plus the right not to be slandered or libelled. You can sue if harm results from your rights being violated.

Your Copyright

15.3 You own the copyright for all the written, audio, visual and practical work you produce to fulfil assignments for your Course of study. This includes everything you write in your own words: notes, essays, dissertations, theses. It also includes all the musical compositions, editions and arrangements, choreography, music, still and moving images, which have been recorded in the course of your studies. Where more than one person has contributed to the creative process, each of these people may own a share of the copyright depending on the circumstances. Other people do not have rights to your work. You, as copyright owner, can grant them permission to use your works for specific purposes. You

could alternatively choose to transfer ownership of the copyright for some or all of your work, which means the new owners could specify what can or cannot be done with the transferred works.

Your Performing Rights

15.4 You own the performing rights to your live performances. Live performances include your playing, singing, movement, action and voice in dance or music classes and assessments as well as in performances on the concert platform or stage. These performing rights mean your permission must be granted before any recording can be made of your live performances. These rights also govern the uses which can then be made of those recordings.

Your Image Rights

15.5 You additionally have the right to privacy, that is to be left alone in your daily life. Issues of privacy might arise, for example, where your image has been used for trade purposes or advertising, in which case it is how the image has been used that will determine whether or not your rights have been violated.

Your Moral Rights

15.6 You have moral rights that your contribution to any work is acknowledged and that the work is not manipulated in a derogatory manner. These rights are permanently yours; they can never be transferred, though you may waive them in a contract or agreement.

Granting a Release to the Conservatoire

15.7 The Conservatoire will ask that you grant it certain permissions as described below. You are not obliged to do so. If you do so, you will:

- grant to the Conservatoire and its authorised agencies for learning, teaching, research or publicity purposes a royalty-free non-exclusive licence to record and/or copy, edit and retain on mechanical or digital formats, (e.g. still and moving images, audio recordings, computer files, paper documents) any works created by you or to which you have contributed as a student at the Conservatoire. This may include (but shall not be limited to) your written work submitted for assessment, your still and moving image in classes, rehearsals and performances, your instrumental and vocal performances, your choreographic and/or compositional work, dramaturgy, designs, and other creative artefacts, developed as part of your Course.

Granting a Release to Other Contributors

15.8 In the case of works in which you appear (e.g. still and moving images, audio recordings, computer files, paper documents):

- To grant to other contributors to the performances (e.g. the choreographer, composer, lighting designer or other performers) permission to copy the work,

subject to the clearance of any third-party copyrights (e.g. where the composer, choreographer, author etc. of the work is not a student of the Conservatoire)

16. ENROLMENT & ATTENDANCE

16.1 Students at the Conservatoire are required to enrol online before the start of each academic year. New students who have accepted an offer of a place on a Course will be sent login details by email in August. Through the online enrolment process, you must agree to the Conservatoire's regulations, and to the sharing of information with statutory bodies including the Higher Education Statistics Agency (HESA), Office for Students (OfS) and the local authority's Electoral Registration Officer. You are also required to agree to a financial declaration, which outlines the dates by which the Conservatoire should be notified of withdrawal from the Course in order to qualify for a reduction in fee liability. This information is also available on the Conservatoire's website.

16.2 The registration process is completed in person at the start of the first year. For most Courses, dedicated registration sessions for each Course are held in the second week of September. At registration, each student is required to provide evidence of their identity, entry qualifications and fee payment. Students whose fees are to be paid by a sponsor, or by the Student Loans Company must provide evidence in the form of a confirmation letter. Students studying on a Student visa are required to provide their passport including the biometric residence permit (BRP).

16.3 Students who are unable to provide all of the required evidence may be provisionally enrolled at the discretion of the Registry or, in the case of fee payments, the Financial Controller. Provisionally enrolled students will be given a deadline by which they will be required to provide all outstanding documentation. Failure to meet this deadline may result in withdrawal from the Course.

Health requirements

16.4 By enrolling on a Course in Dance or Musical Theatre, you are confirming that you are fit to participate in a Course that includes intensive dance training. We encourage you to fully disclose any long term conditions or disability so that reasonable adjustments can be made where appropriate.

Attendance

16.5 As a student at Trinity Laban you are expected to attend all timetabled activities and to comply with the Student Attendance Monitoring Policy if you are unable to attend for any reason.

16.6 International students holding a Student visa are subject to additional attendance checks as outlined in the Student Attendance Monitoring Policy in Appendix H4.3 of our Academic Quality Handbook.

17. DATA PROTECTION NOTICE

17.1 The personal data provided on your application will form part of your student record.

17.2 We process your personal data in accordance with the UK GDPR and the Data Protection Act 2018.

17.3 When you enter into a contract with us, we will process your data for the fulfilment of our contractual obligations to you.

17.4 We rely on this contractual necessity as our lawful basis to process your standard student data to administer your studies.

17.5 Where we process Special Category Data (such as health or ethnicity data), we do so to fulfil our legal obligations or with your explicit consent.

17.6 For full information see our [Data Protection Policy](#).

17.7 Details of data submitted to HESA can be found in the [Student Collection Notice](#).

18. COMPLAINTS AND QUERIES

18.1 A complaints procedure is in place for those applicants who are not happy with the service that they have been provided with.

18.2 The Conservatoire operates a number of complaints procedures and policies. The Conservatoire has the following specific complaints procedures for:

- Complaints and appeals about admissions decisions: Chapter G of the [Academic Quality Handbook](#).
- Complaints about the Services offered by the Conservatoire: Chapter H of the [Academic Quality Handbook](#).

18.3 In the first instance, you are welcome to contact the relevant department where your complaint originates.

18.4 Where you have exhausted our internal complaints procedures and remain unsatisfied with any outcome, you may also have the right to refer your complaint to the [Office of the Independent Adjudicator for Higher Education](#).

18.5 If you have any queries about your Contract, you should contact admissions@trinitylaban.ac.uk.

19. EVENTS OUTSIDE OUR CONTROL

19.1 The Conservatoire will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Contract that is caused by an Event Outside Our Control.

19.2 An Event Outside Our Control means any act or event beyond our reasonable control including without limitation:

- i) strikes, lock-outs or other industrial action by third parties;

- ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or “act of god”, or failure of public or private telecommunications networks.

19.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- i) The Conservatoire will contact you as soon as reasonably possible to notify you; and
- ii) The Conservatoire’s obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

19.4 Should an Event Outside Our Control interfere with our ability to deliver your Course, we will use reasonable endeavours to minimise the disruption caused to you.

The payment of additional travel costs for students affected by a change in the location of their Course due to Events Outside Our Control

19.5 The Conservatoire will pay (upon provision of valid receipts) additional travel costs where all of the following applies:

- i) There is a change in the location to the delivery of the Course away from the scheduled location or any of the Conservatoire’s buildings or Blackheath Halls.
- ii) There is a demonstrable increase in cost to the student that can be evidenced.
- iii) The Conservatoire has failed to provide adequate notice. If, therefore, the activity has been scheduled at an alternative location prior to the start of the year of study, compensation will not be paid.
- iv) The additional travel is made via rail, bus, or tube.

Commitments to honour student bursaries

19.6 We will honour student bursaries provided the student remains enrolled on the relevant Course and they observe:

- i) the conditions of the bursary; and
- ii) the Conservatoires’ regulations.

19.7 If, the Conservatoire is unable to deliver the student’s Course, or equivalent, refunds of bursaries will be on a pro-rata basis.

Compensation for maintenance costs and lost time where it is not possible to preserve the continuation of study

19.8 The Conservatoire would normally expect to teach out Courses, provide equivalent support and tuition or facilitate transfer to another higher education institution. If in the view of the Conservatoire this cannot be achieved, a refund will be made for the element of the Course that had not been provided but had been paid for. The refund will include the relevant proportion of maintenance cost incurred where the Conservatoire agrees that additional maintenance will be necessary for the student to complete their Course.

Compensation for tuition and maintenance costs where students have to transfer courses or provider

19.9 Where the Conservatoire agrees that a student needs to transfer to another Course , it may pay any additional tuition arising from the transfer to any new provider and compensate students for the agreed additional maintenance costs that will be incurred. The compensation/payment of additional fees will be limited to where the Conservatoire had not indicated, prior to the start of the Course, that a transfer was to take place.

20. DURATION AND TERMINATION RIGHTS

Duration of the Contract

20.1 The Contract will continue for the duration set out in the Offer Letter unless terminated or extended by you or us in accordance with these Terms and Conditions.

Our rights to terminate

20.2 We may terminate the Contract on notice to you (such notice as may be appropriate having followed any relevant Trinity Laban policies or procedures but, where the circumstances dictate, immediate notice) as a result of:

- i) us becoming aware that information you have provided to us is not true, accurate and complete and/or misleading and/or at any point becomes untrue, inaccurate or incomplete and/or misleading;
- ii) you failing to materially comply with your obligations and conditions under this Contract;
- iii) you failing to comply with requests for information, to make declarations and/or to meet specific requirements of your course as specified in the Offer Letter;
- iv) your circumstances change so that you no longer have permission to remain in the UK, including, without limitation any failure by you to meet or to continue to meet any of the UK Visas and Immigration requirements; the Student Attendance Monitoring Policy and other relevant Trinity Laban policies and procedures;
- v) you acquire a relevant criminal conviction;
- vi) you develop a health condition that prevents you from meeting the occupational health requirements of your course;

- vii) you fail to meet the requirements to register for your Course or failing to re-register in subsequent years within the required timescale;
- viii) material breach by you of our regulations, policies, procedures and/or codes;
- ix) you failing to meet the requirements to progress on or pass your Course in accordance with the relevant regulations;
- x) if you do not pay your Tuition Fees by the specified due date for payment, and where you fail to make good your debt following the period specified within our debt recovery policies. This includes where you have an agreement with a third party (i.e. Student Loans Company) for them to pay your tuition fees on your behalf;
- xi) you failing to meet any of the requirements to provide suitable evidence to meet admissions criteria;
- xii) your continued attendance at Trinity Laban poses a serious risk to your health, safety and/or welfare, or that of others, which Trinity Laban are unable to take reasonable steps to mitigate having followed its [Fitness to Study Procedures](#); [Student Disciplinary Procedures](#) and any other applicable Policies and Procedures. Examples may include circumstances where Trinity Laban has reasonable concerns over the mental health of the student.
- xiii) where you have accepted either a Firm or Insurance offer with us and/or another institution and you decide not to study with us before your Course starts (e.g. because you go through the clearing or adjustment process); or
- xiv) where you engage in any activity or otherwise act in a manner that brings us into disrepute.

Your right to terminate

20.3 You have the right to terminate this Contract in the following circumstances:

- i) Where a material change has been made to the Contract and you do not agree to the changes that is made to the Contract;
- ii) where you have accepted either a Firm or Insurance offer with us and/or another institution and you decide not to study with us before your course starts (e.g. because you go through the clearing or adjustment process); and
- iii) at any other time without reason.

What happens if this Contract is terminated

20.4 In the event of termination of your Contract by us as permitted in clause 20.2, you may be entitled to a refund of a proportion of any directly pre-paid Fees for the unexpired period of the academic year.

20.5 In the event you terminate your Contract as permitted in clause 20.3, the following arrangements will apply:

- i) where you terminate the Contract as permitted in clause 20.3 (i) – the amount of any refund of Fees payable to you will be determined taking into account the relevant circumstances of the termination;
- ii) where you terminate the Contract as permitted in clause 20.3 (ii) – a full refund of any Fees you may have already paid (if any) will be reimbursed; and
- iii) where you terminate the Contract as permitted in clause 20.3 (iii) - you may be entitled to a refund of a proportion of any directly pre-paid Fees for the unexpired period of the academic year in accordance with the Fees and Finance section of our website: [How to Pay Your Fees | Trinity Laban](#)

20.6 Please note that if we terminate the Contract and you have a Tuition Fee loan from the Student Loans Company, we will notify the Student Loan Company that their liability for Tuition Fees has reduced and therefore the Student Loan Company will reduce the amount of your loan. If a third party pays Fees on your behalf we may pay any refund directly to that third party.

21. OTHER IMPORTANT TERMS

Under 18 applicants

21.1 All students registering at the Conservatoire on a Higher Education programme should be at least the age of 17 by the date of registration.

21.2 Where a student is under the age of 18 at the time of enrolment, the parent/guardian will be asked to sign a consent form. The Conservatoire will not act in loco parentis (in the place of parents or guardians) for minors registered on an Higher Education Course. Please contact the Admissions Team admissions@trinitylaban.ac.uk for guidance if you are under 18 at the time of your application or enrolment.

Immigration clearance

21.3 International applicants choosing to study in the UK will need immigration clearance. Please note the visa guidance from the [GOV.UK](#) website and the **international pages** on our website.

Disability

21.4 Applicants are encouraged to disclose disabilities through the application process. Where the Conservatoire is made aware of any relevant disability, we will make appropriate reasonable adjustments to support disabled applicants through the selection process and

to enable their full participation in the Course. Reasonable adjustments are reliant on applicants and students making us aware of disability related needs.

Criminal convictions

21.5 We have arrangements for applicants for all Courses to declare confidentially any criminal convictions. Such convictions exclude motoring offences received a fine/three penalty points or a spent sentence as defined by the Rehabilitation of Offenders Act 1974.

21.6 An offer of a place on a Course will not be made until the nature of any conviction has been investigated to ensure that the applicant's criminal conviction will not:

- i) present a threat to the safety of other staff and students;
- ii) constitute a direct or unacceptable abuse of the subject concerned
- iii) contravene the government regulations relating to programmes which involve working with children or vulnerable adults; all convictions are investigated as part of the application process for entry to such a Course, including spent sentences and cautions.

Use of information technology

21.7 The Conservatoire publishes acceptable codes of usage for its information technology facilities. These can be found on Moodle. Students are obliged to adhere to these regulations.

Health and safety

21.8 The Conservatoire complies with the requirements (under section 3[i]) of the Health and Safety at Work Act (1974). The Conservatoire has a responsibility to students and staff and to visitors to the sites, but applicants, students and visitors are responsible for conducting themselves so as not to endanger their own health and safety or the health and safety of others. The Conservatoire has a legal responsibility to keep a record of all incidents that occur on its premises, and those involved in any accident, however slight, are required to report the circumstances to first aid staff, safety contacts or supervisors immediately.

Transfer of rights and obligations

21.9 The Conservatoire may transfer their rights and obligations under these Terms and Conditions to another organisation, and the Conservatoire will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms and Conditions.

Parties to the Contract

21.10 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

Severability Clause

21.11 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Waiver

21.12 If the Conservatoire fails to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

Governing Law and Jurisdiction

21.13 These Terms and Conditions and the relationship between you and the Conservatoire shall be governed by and interpreted in accordance with English law. Both the Conservatoire and you agree to the exclusive jurisdiction of and to accept the authority of the courts of England and Wales. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.