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## **TERMS AND CONDITIONS FOR APPLICANTS**

The information provided below outlines the terms and conditions between the Institution and applicants to our programmes or courses of study.

If you are offered and accept a place in the Institution, a contract is formed with you (not with any third party).

The terms of this contract include (but are not limited to) the following conditions, and your acceptance of a place is expressly subject to them. You will be required to meet stated conditions of enrolment, including the following:

- That you have a confirmed acceptance from the Institution in response to your application and that you meet all conditions of entry.
- That you produce proof of identity and documentary evidence that you meet the entry requirements for the course or programme or have equivalent qualifications considered equivalent by the Institution and that you meet any requirements set by the UK immigration authorities.
- You pay the fees and any additional charges prescribed for your course or programme, in accordance with the published payment schedules.
- You will also be required, as a condition of enrolment, to abide by the Institution's Rules, Regulations, Procedures and Codes of Conduct, issued under the authority of the Trinity Laban Board of Governors and the Academic Board.

**The institutional statement of staff and student responsibilities is reviewed annually. The statement can be viewed at: <http://www.trinitylaban.ac.uk/about-us/academic-quality/statement-responsibilities>**

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## **CANCELLATION**

After replying an offer of a place, you have 14 days when you can change your mind and cancel your place. Written notice of this 14 day period is provided to all applicants. If you withdraw or cancel your place after the 14 day period, the Institution will allow this with no penalties incurred before enrolment. It is expected that you will have a good reason for withdrawal and that you will have researched the consequences of this decision.

Once enrolled at the Institution, you will also have until the end of the Induction period in which to change your mind and cancel your place.

Please refer to the Fees section for financial penalties incurred for withdrawals after enrolment: <https://www.trinitylaban.ac.uk/study/fees-and-finance>

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## **PAYMENT OF FEES**

Full details: <https://www.trinitylaban.ac.uk/study/fees-and-finance>

In case a student has not paid the due fees or discharged any other financial obligation to the Institution, Trinity Laban reserves the right, where appropriate (i.e. in the case of non-payment of fees or any other academic debt), neither to allow the student to register nor to continue studies, nor, to award a degree or other certification, and reserves the right to take action to recover outstanding monies.

The Institution will make all reasonable endeavours to deliver the programmes of study and other educational services as described on the on the web site and in the prospectus. Every effort has been made to ensure that the information is as accurate as possible at the time of publication.

### **FINANCIAL AWARDS**

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

You are aware that you will 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 covered by an alternative source;
- You will not receive the award in full if there are any outstanding payments on your account with Trinity Laban (including tuition fees), as the outstanding payments will be deducted 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 academic year 2018 - 2019. Any unclaimed funds following the end of your programme will not be available.

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### **ACCURACY OF INFORMATION ON YOUR APPLICATION**

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 will result in incorrect degree transcripts.

The decision Trinity Laban 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 reserve the right either to withdraw or amend our offer. Similarly, the decision that Trinity Laban 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 reserve the right to amend your fee status or withdraw our offer.

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## **CHANGES TO COURSES AND PROGRAMMES**

We shall not normally make changes to courses or programme of study once an offer has been made, except on account of the factors mentioned below. Should there be any changes, we shall notify applicants holding offers and students as early as possible, with an explanation of the reasons for alterations.

### **CHANGES BEFORE THE START OF A COURSE OF PROGRAMME OF STUDY**

The Institution may, if it considers it reasonable and necessary (including in order to manage its resources and support continuous improvement):

- alter the timetable, location, and methods of delivery of programmes of study, provided such alterations are reasonable.
- make reasonable variations to the content and syllabus of programmes of study
- suspend, discontinue or combine programmes of study (for example, because a significant member of staff is unwell or leaves the Institution)
- make changes to its regulations (for example, because of changes in the law or the requirements of the institution's regulators). Such changes, if significant, will normally come into force at the beginning of the following academic year, and if fundamental to the programme will normally come into force with effect from the next cohort of students.
- decide not to provide programmes of study or to combine them with others if the Institution reasonably considers this to be necessary (for example because too few students apply to join the programme for it to be viable).

Except in circumstances beyond its reasonable control, if the Institution discontinues or does not provide a programme of study or changes it significantly before it begins, the Institution will use its reasonable endeavours to tell relevant individuals and to offer an alternative replacement programme at its earliest possible opportunity. In the event that the relevant individual does not wish to accept the replacement programme and notifies the Institution in writing within reasonable time of being informed of the change, the Institution will make an appropriate refund of tuition fees and deposits paid in accordance with the Institution's stated policy from time to time.

### **CHANGES AFTER THE START OF THE PROGRAMME**

We have a system of periodic review of programmes/courses, the purpose of which is to consider how to ensure that programmes/courses remain healthy and current. Students will be informed of any relevant changes resulting from periodic review.

The periodic review process can be viewed in the Academic Quality Handbook:

<https://www.trinitylaban.ac.uk/about-us/academic-quality/academic-quality-handbook>

### **UNDER 18 APPLICANTS**

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. Trinity Laban will not act in loco parentis (in the place of parents or guardians) for minors registered on a HE programme of study. Please contact the Admissions Office for guidance if you are under 18 at the time of your application or enrolment.

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### **IMMIGRATION CLEARANCE**

International students choosing to study in the UK will need immigration clearance and please note the visa guidance from the [Gov.uk](http://www.gov.uk) website and the [international pages](#) on our website.

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### **DISABILITY**

Applicants are encouraged to disclose disabilities through the application process. Trinity Laban will make reasonable adjustments to support disabled applicants through the selection process and to enable their full participation in programmes, subject to the maintenance of academic standards.

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### **CRIMINAL CONVICTIONS**

We have arrangements for applicants for all HE and non-validated programmes 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.

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

- present a threat to the safety of other staff and students;
- constitute a direct or unacceptable abuse of the subject concerned
- 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 programme, including spent sentences and cautions.

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### **EQUALITY AND DIVERSITY**

Trinity Laban recognises that the international levels of quality it seeks to achieve in its training can only be realised by attracting a diverse population of gifted students and staff, and by establishing an environment in which all can perform to their greatest potential. It seeks to create an atmosphere of openness and trust within a community which values all its members, and protects them from prejudice and harassment.

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## **USE OF INFORMATION TECHNOLOGY**

Trinity Laban publishes acceptable codes of usage for its information technology facilities. These can be found in our library. Students are obliged to adhere to these regulations. Other publications and documents relating to Trinity Laban's activities and regulations are also available in our library.

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## **HEALTH AND SAFETY**

The Institution complies with the requirements (under section 3[i]) of the Health and Safety at Work Act (1974). The Institution 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 Institution 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.

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## **LIABILITY FOR DAMAGE**

The Institution does not accept responsibility and expressly excludes liability for damage to students' property or intellectual property other than through the proven negligence of the Institution, its staff or agents.

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## **INTELLECTUAL PROPERTY AND PERFORMANCE RIGHTS**

We need to ask you to allow us to use your work for certain limited purposes, most crucially the process of internal moderation and assessment. By signing this release form you will permit Trinity Laban 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.

As a Trinity Laban 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 libeled. You can sue if harm results from your rights being violated.

## **YOUR COPYRIGHT**

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**

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**

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**

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 TRINITY LABAN**

Trinity Laban asks that you grant it certain permissions as described below. You are not obliged to do so.

- To grant to Trinity Laban 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 Trinity Laban. 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 programme or course.

### **GRANTING A RELEASE TO OTHER CONTRIBUTORS**

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 Trinity Laban student)

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### **ENROLMENT**

Full Admissions policy: [https://www.trinitylaban.ac.uk/sites/default/files/chapter\\_g\\_-\\_student\\_recruitment\\_admissions\\_and\\_progression.pdf](https://www.trinitylaban.ac.uk/sites/default/files/chapter_g_-_student_recruitment_admissions_and_progression.pdf)

Students at Trinity Laban are required to enrol online before the start of each academic year. New students who have accepted an offer of a place on a programme of study will be sent login details by email and post in the first week of August. Through the online enrolment process, students must agree to the Institution's regulations, and to the sharing of information with statutory bodies including the Higher Education Statistics Agency (HESA), Higher Education Funding Council for England (HEFCE) and the local authority's Electoral Registration Officer. Students are also required to agree to a financial declaration, which outlines the dates by which the Institution should be notified of withdrawal from the programme in order to qualify for a reduction in fee liability. This information is also available on the [Trinity Laban website](#).

The registration process is completed in person at the start of the year. For most programmes, dedicated registration sessions for each programme 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 Tier 4 visa are required to provide their passport including the biometric residence permit (BRP).

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 programme.

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### **HEALTH REQUIREMENTS**

By enrolling on a programme in the Dance Faculty you are confirming that you are fit to participate in a programme that includes intensive dance training. We encourage you to fully disclose for any long term conditions or disability so that reasonable adjustments can be made.

## **ATTENDANCE**

Some programmes have a specific attendance requirement. Where applicable this is outlined in the programme specification and arrangements for attendance monitoring are outlined in the programme handbook. Arrangements for monitoring absences for different types of activity within the Faculty of Music are outlined in the faculty's attendance policy.

Attendance at lectures, seminars and tutorials is an integral part of all programmes and is compulsory, except where otherwise stated. If you are absent because of illness you must inform Reception on the first day of your absence and on your return. Absence from assessments is only permitted where mitigating circumstances apply, subject to completion of the Mitigating Circumstances form and approval by a Mitigating Circumstances Panel.

International students holding a Tier 4 visa are subject to additional attendance checks as outlined in the Attendance Monitoring Policy published on Moodle.

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## **DATA PROTECTION ACT**

Personal data on your application will form part of your student record. By entering into the contract with us, you are giving us the right to hold and process your personal data including some sensitive personal data. We will process your personal data in accordance with the Data Protection Act 1988, and our policies on data protection and data processing.

Full information on our Data Protection policy: <https://www.trinitylaban.ac.uk/about-us/policies-and-freedom-information/data-protection-policy>

Details of data submitted to HESA can be found in the Student Collection Notice:

<https://www.hesa.ac.uk/collection>

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## **COMPLAINTS**

A complaints procedure is in place for those applicants who are not happy with the service that they have been provided with. In the first instance, you are welcome to contact the relevant department where your complaint originates. Should you not get the outcome you expect, the Institution has a formal complaints procedure. More information on the formal complaints procedure can be found in Chapter G of the Academic Quality Handbook:

<http://www.trinitylaban.ac.uk/about-us/academic-quality/academic-quality-handbook>

Enrolled students can find complaints information in Chapter H of the Academic Quality Handbook:

[https://www.trinitylaban.ac.uk/sites/default/files/chapter\\_h\\_-\\_student\\_complaints\\_academic\\_appeals\\_and\\_disciplinary\\_procedures.pdf](https://www.trinitylaban.ac.uk/sites/default/files/chapter_h_-_student_complaints_academic_appeals_and_disciplinary_procedures.pdf)

**FRUSTRATION OF CONTRACT**

In the event that the Institution is unable to deliver programmes of study, research opportunities and other services or facilities described in this prospectus due to any cause beyond its reasonable control which will include, but not be limited to, any governmental action, civil and/or international commotion, fire, flood, war, labour disputes or act of God, the Institution shall not be liable to any person for any failure or delay in performing its obligations.

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**JURISDICTION**

These terms are governed by English law. By using our prospectus or web-based information you consent to the jurisdiction of the English courts in all disputes arising out of or relating to the prospectus or the web-based information.