



Further Education Student Contract Terms & Conditions

Last approved: July 25
Approved by: Quality Committee
Next review due: July 26

1. Introduction

1.1 This document governs the relationship between you and BN1 Arts (BN1 Arts “we” or “us” or “our”) and sets out the contract terms between us for the provision of educational services leading to the opportunity to gain a recognised educational qualification. (the “Terms and Conditions”).

1.2 **BN1 Arts** is a private company incorporated in England and Wales with registered number 14892797 and its registered office is **532 Falmer Road, Brighton, United Kingdom, BN2 6ND**

1.3 These Terms and Conditions apply following acceptance of an offer of a place at **BN1 Arts**.

1.4 In addition to this document, the following documents also form part of the Terms & Conditions, and you agree to observe them:

1.4.1 Your offer letter.

1.4.2 Applicant Course Overview - **a link to this can be found on our website.**

1.4.3 **BN1 Arts** rules, regulations and policies - **a link to these can be found on our website.**

1.5 We will always inform you directly via email of any changes to your course or regulations and will **endeavour** to do so before teaching starts each academic year.

1.6 It is important that you familiarise yourself with and abide by **BN1 Arts** rules, regulations and policies, as they illustrate your responsibilities as a student of **BN1 Arts** and our responsibilities to you as a provider of educational services.

1.7 If there is any inconsistency between any of the provisions in this document and the provisions of any other document forming part of the Terms & Conditions, the provisions of these Terms & Conditions shall prevail.

2. Accessibility

2.1 Should you require these documents in another format, please contact admissions@bn1arts.co.uk.

3. Offers & Registration

3.1 By accepting an offer of a place at BN1 Arts you are entering into an agreement with us in accordance with these Terms and Conditions (the “Contract”).

3.2 Your admission to BN1 Arts is subject to you complying with the terms of the Contract. If you do not act in accordance with the Contract, or if you do not meet our expectation that you will maintain a standard of conduct, as specified in the Student Code of Conduct which is not harmful to the work, good order or good name of BN1 Arts, we may take disciplinary action against you under the Student Disciplinary Procedure. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your course.

3.3 The offer we make to you is subject to you satisfying the academic requirements for admission set out in your offer letter. The offer may be conditional or unconditional. If the offer is conditional,

we will set out the conditions you need to **fulfil** in order to be admitted to the course, in your offer letter. If you have not fulfilled the conditions of your offer before the date notified to you in the offer letter prior to the start of the course, we reserve the right to withdraw the offer.

3.4 We may withdraw or amend any offer, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application.

3.5 At our request, you will provide satisfactory evidence of your qualifications (including English language and Mathematics qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction will result in the withdrawal or termination of your offer, the revocation of your registration as a student of BN1 Arts and/or the termination of the Contract. We will verify the authenticity of documentation required to evidence your qualifications prior to admission as appropriate. You must complete your enrolment by the end of week 5 of Term 1. You will not be able to enrol and commence your studies if you have not met the entry requirements set out in your offer letter, and if you have not provided certificates/proof of qualifications.

5. Your Right to Cancel

5.1 You have the right to cancel the Contract within fourteen (14) days after the date on which you accepted the offer of a place.

5.2 To cancel the Contract, you must give us written notice of your cancellation by contacting admissions@bn1arts.co.uk.

5.3 You may terminate the Contract after the expiry of the fourteen (14) day period referred to **if you** must do so in accordance with these Terms and Conditions.

6. Your Obligations

6.1 You agree to **fulfil** all the academic requirements of your course in accordance with the Contract including, but not limited to, submission of course work and other assignments, attendance at examinations, attendance at lectures and seminars and any other such teaching forums provided by us.

6.2 You agree to familiarise yourself with and adhere to BN1 Arts rules, regulations and policies, all of which are published here on our website.

6.3 You agree to comply with our Student Code of Conduct and FE Academic Misconduct policy.

Misconduct Policy

6.4 If you are from a country outside of the UK, you also agree to comply with BN1 Arts policies, guidance and information regarding international students.

7. Our Obligations

7.1 We shall deliver your course with reasonable care and skill and as described in the relevant course prospectus in all material respects.

7.2 We shall provide you with tuition and other teaching and learning support and resources associated with your course with reasonable care and skill and we shall provide you with timely feedback on your academic work.

8. Right to Study in the UK & International students

8.1 All students enrolled at a BN1 Arts college in the UK must have the right to study in the UK throughout their course of study.

8.2 Regardless of which country you are from, you will need to provide original evidence of your right to study in the UK at the point of registration. We will also request a copy of such evidence during the application process.

8.3 If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status (typically a passport and evidence of your immigration permission) confirming that you have the right to study in the UK at the point of registration. We will also request a copy of such evidence during the application process. If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have the right to study throughout your course and we will require evidence from you. Such evidence must be provided at the start of each academic year. If you hold limited permission to remain which is due to expire during your course, you will be required to demonstrate to us that you have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your course (without liability to you) or withdraw you from your course.

8.4 All students who are subject to conditions of stay in the UK agree to abide by those conditions. Failure to abide by conditions of stay may lead to a withdrawal. Information on conditions of stay relevant to your immigration status can be found at:

<https://www.gov.uk/browse/visas-immigration>.

9. Funded Students

9.1 If you are aged 16-18 when you begin your studies with us and your place on a BN1 Arts Further Education course is funded ("Funded Students"), you will not be liable to pay any tuition fees to BN1 Arts, as your studies are funded by the Education & Skills Funding Agency("ESFA").

9.2 Funded Students (as defined above) are legally required to stay in education or training until the age of eighteen: <https://www.gov.uk/know-when-you-can-leave-school>

9.3 There **may** be additional costs relating to your course which you agree to pay to BN1 Arts or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to musical instruments, musical equipment, computers, IT equipment, hiring of music studios and other venues, compulsory texts, materials, printing costs and field trips. Where this is the case, we will make this clear in advance as part of the information provided to you when you are made an offer and/or on our website.

11. Withdrawal & Deferral

11.1 To withdraw from BN1 Arts you must complete and submit a Withdrawal Form, which is available from your Student Support Team. You will be asked to attend a meeting with BN1 Arts staff to discuss your withdrawal. Notice shall take effect after this meeting is held.

11.2 For the avoidance of doubt, “Withdrawal” is to leave the course for reasons other than those related to clauses 12.1 to 12.4, without the intention of returning in the future. “Deferral” is a temporary postponement of studies from the end of one academic year to the beginning of another (taking a year out of your studies). Deferral is only permitted for one academic year.

12. BN1 Arts Right to Terminate

12.1 BN1 Arts may withdraw your offer and/or terminate your Contract and withdraw you from your course if:

12.1.2 **You** have failed to meet the conditions of your offer.

12.1.3 **You** do not complete your enrolment at the beginning of the course, or you fail to re-enrol at the beginning of an academic year.

12.1.4 **You** have provided false, incomplete, inaccurate or misleading information in your application to BN1 Arts or at any other time.

12.1.5 **You** fail to provide satisfactory evidence of your qualifications before admission.

a) you cease to hold valid immigration status confirming that you have the right to study in the UK or fail to provide evidence to us when required.

b) **You** breach the conditions of your stay, or we have reason to believe that you have breached the conditions of your stay.

12.1.7 **You** have poor attendance at lessons and engagement with

assessment. 12.1.8 **You** fail to meet the progression requirements.

12.1.9 you are found guilty of a serious breach of our regulations at a disciplinary hearing.

12.1.10 **A fitness** to study panel finds that you are unable to continue your studies due to illness, including mental health issues.

12.1.11 **You** fail to return after a period of Deferral.

12.1.12 **You** breach these Terms and Conditions in any material respect.

12.2 BN1 Arts will not terminate this Contract without good cause and consultation with you. Provided any action is taken to terminate the Contract in accordance with our policies and BN1 Arts procedures, we shall not be liable for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.

13. Changes to Courses & Units

13.1 Due to the time period **between course** publication and registration on your course, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the course or units or services . We will use reasonable endeavours to ensure that changes are kept to a minimum, but if we need to make any material changes to your course before you register at BN1 Arts, we shall bring the changes to your attention as soon as possible and if you reasonably believe that the proposed changes will have a material prejudicial effect on you, you may either terminate the Contract and/or withdraw your application for the course without any liability. If you are a Funded Student you must make other

arrangements to stay in education or training.

13.2 We will use reasonable endeavours to deliver all courses as described. However, we reserve the right to cancel a course if there are not sufficient student registrations to make a course viable. If you have received an offer for any course but we discontinue the course prior to you registering at BN1 Arts, we will notify you as soon as possible and we will use reasonable endeavours to offer you a place on a suitable replacement course for which you are qualified.

13.3 Once you have registered as a student of BN1 Arts we will use reasonable endeavours to deliver your course in accordance with the Contract. However, if we need to discontinue your course due to matters beyond our control, we will inform you as soon as is reasonably practicable and will use reasonable endeavours to transfer you to a suitable replacement course for which you are qualified. If you are unhappy with the replacement course, or if we are unable to offer a suitable replacement course, you may terminate the Contract and/or withdraw from the course without incurring any further liability.

13.4 Following suitable consultation with affected students, in circumstances where it is necessary to make a material change to your course (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible. If you are unhappy with the material change(s) to your course, you may terminate the Contract and withdraw from the course without incurring any further liability.

13.5 We reserve the right to vary minor elements of your course in order to improve the quality of educational services and ensure the student experience, in order to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. How we notify you will depend on the nature of the changes but, in any event, such changes will be published in the updated course information on our website.

13.6 If you choose to cancel the Contract, we will use reasonable endeavours to assist you in finding an alternative comparable course with another Further Education provider in the UK.

14. Liability

14.1 Subject to the remainder of this clause 13, BN1 Arts (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by BN1 Arts (or its staff or representatives). BN1 Arts shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of BN1 Arts breach of the Contract.

14.3 While we take reasonable care to ensure the safety and security of students at our colleges, we cannot accept responsibility and expressly exclude liability for loss or damage to students' personal property (including but not limited to computer and IT equipment, software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended that you insure personal property against such risk of loss and damage.

14.4 We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of BN1 Arts

14.5 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict BN1 Arts

liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

14.6 We shall not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under the Contract, if such failure or delay is due to any event beyond our reasonable control (including, but not limited to strikes, lockouts or other industrial action, acts of God, severe weather, natural disasters, pandemic, quarantine or widespread illness, war, protest, riot, civil disorder or unrest, fire, explosion, an actual, suspected or threatened act of terrorism, national emergencies, any restrictions imposed by government or public authorities, breakdown of plant or machinery, actions or default of placement providers or default of suppliers or subcontractors). In such circumstances, we shall take reasonable steps to minimise any disruption.

15. Intellectual Property

15.1 “Intellectual Property Rights” means any patent, rights to inventions, copyright and related rights, performers’ property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

15.2 By registering on a course, you authorise BN1 Arts and any associated company to publish photography, video content and any other materials relating to your course of study with BN1 Arts in all territories for the purposes of publicity and promotion without restriction.

16. Complaints

16.1 If you have a complaint about an admissions decision or an aspect of the admissions process, please follow our Applicant Complaints Procedure.

16.2 Once you have registered as a student of BN1 Arts, if you have a complaint about us, please follow the complaints procedure, which is detailed on our website.

17. Data Protection

17.1 We will process your personal data in accordance with the General Data Protection Regulation (GDPR) and our Data Protection Policy.

17.2 We may share your personal data with third parties, which we will do in accordance with our policy on data protection.

17.3 After you complete your studies, we will retain basic registration details, results, any discipline records and your address, and any information that may be required in relation to matters that are still outstanding. Basic information will also be passed to our Development and Alumni Relations Office to create an alumni database. The remaining information will be destroyed.

18. General

18.1 The Contract constitutes the entire agreement between you and BN1 Arts and supersedes all

previous agreements between you and BN1 Arts, whether written or oral.

18.2 The Contract is personal to you, and you may not transfer any of your rights or obligations under the Contract to another person.

18.3 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.

18.4 Each of the paragraphs of these Terms and Conditions operate separately. If a court decides that any of them are unlawful the remaining paragraphs will remain in full force and effect.

18.5 If we do not insist immediately that you do anything that you are required to do under these terms, or we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

18.6 The Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

