

## Terms and Conditions (BA & FD)

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### 1. Introduction

This document sets out in detail the relationship between you and the Art Academy, which starts when you accept an offer of a place. These contract terms apply from 1 September 2019.

Currently, all our BA (Hons) and Foundation Degree awards are validated by the Open University which means that the Open University is the awarding body for all our Higher Education programmes that we deliver at the Art Academy. Further information on our partnership with the Open University is available from our website.

### 2. Your contract information

#### 2.1 Before you apply

Before you apply for a place or accept the offer of a place at the Art Academy you should familiarise yourself not only with this document but with the student/ programme handbook, regulations and policies which together make up your contract information. These are available to download on the Academy's website.

Every effort is made to ensure that the information provided during the application and admissions process prior to starting at the Academy is accurate. This includes information provided at events such as UCAS fairs, Open Days, at your interview with us, and from our website and our prospectus.

#### 2.2 Accepting an Offer

When you accept an offer of a place and your contract with the Art Academy takes effect, you agree to be bound by the terms of this document and the Academy's code of conduct, regulations, policies and procedures (including the student/ programme handbook and the Open University's regulations for validated awards), any additional agreement that is required as part of your programme and the other documents referred to in this document. Accordingly, you should read this and the other documents carefully. They can be found on the Academy's website and, unless otherwise agreed, the latest versions of these documents will apply. Please refer any queries to the Academic Programme Manager or Admissions Administrator. If you become a student at the Art Academy London you become a member of our community and are expected to treat all staff and students with respect, and can expect to be treated in the same manner.

### 3. Your contracts with the Art Academy London

#### 3.1 Your legal relationship with the Art Academy London

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

#### 3.2 The pre-enrolment contract

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

A deposit of **£500** is required to hold a place on the course, which is returned upon graduation subject to the return of all Academy equipment and the satisfactory completion of any tasks required to return Academy premises and property to its former condition after your graduate exhibition. The Academy reserves the right to retain this deposit if you fail to meet the above terms, withdraw before completion of the full programme of study or fail to enrol. If you cancel within the stated 14 calendar days this deposit will be refunded along with any other monies paid.

### **3.3 The enrolment contract**

You are required to enrol with Art Academy London at the start of your course and to re-enrol as required (normally annually). When you enrol at the Art Academy London, you become liable to tuition fees.

At the start of the academic year we will ask you to complete an enrolment process aiming to capture all your relevant details ahead of registration as a student. At the start of term and as part of induction we invite you to attend a registration session where you will formally register as a student at the Academy. As part of this we ask you to sign your enrolment form. This serves to confirm that the information you have provided is accurate, that you provide your consent for us to share your data as set out in the enrolment forms that enable us to support you as a student and make the data returns required of us, and that you agree to comply with our rules, requirements and regulations. Further information on how we use your personal data is detailed below in point 12 and is also available from our website.

### **3.4 Enrolling after the programme starts/ before the end of the statutory cancellation period**

If your programme has already begun or is due to begin before the end of the statutory cancellation period referred to above, then, by accepting the offer of the place and/or by enrolling, you are agreeing that the Academy's service to you begins within the statutory cancellation period. Consequently, if you decide to cancel after the course has begun, you will be liable to pay a proportion of your tuition fees to cover the period from the commencement of the Academy's service to you until the date of cancellation.

## **4. How to cancel**

For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel your acceptance of this agreement within a period of 14 days after the day on which you accepted the terms of this agreement, without giving us any reason.

To exercise the right to cancel, you must inform us of your decision to cancel this agreement by making a clear statement to this effect (e.g. a letter sent by post or email).

### **4.1 Within the cancellation period**

If you cancel this agreement within the cancellation period, we will reimburse to you all payments received from you in relation to this contract using the same means of payment as has been used for the initial transaction.

### **4.2 After the cancellation period.**

Beyond the statutory cancellation period, you must inform the Academy of your intention to withdraw. You are required to give a full term's notice, informing the Academy by the last teaching day of the previous term: the notice period cannot commence part way through a term. You will be liable to pay the full fees for the term's notice period.

## **5. Changes to your programme**

The title of programmes, programme specifications, outline module descriptions and an introduction to programme staff are all provided on our website under each subject area, and Art Academy London takes reasonable steps to ensure the provision of the educational services as described online and in our Prospectus. However, all these details are under constant academic review and from time to time it may be necessary to make improvements, including modifications to curriculum content. This may be required to refresh the programme and to ensure that it is fit for purpose or to reflect changes in sector guidance or requirements of external accrediting bodies or to incorporate student feedback.

Equally, from time to time new staff will join and existing staff will leave. In the extreme, elective skills workshop courses may be discontinued or replaced.

## **5.2 Student consultation**

Wherever relevant, we will take all reasonable steps to keep students abreast of potential developments and to minimise any disruption which might result from any changes. As a student we will consult you and give you an opportunity to provide feedback to us in relation to any major changes proposed and will attempt to minimise any adverse impact on you. We will not withdraw a course until all enrolled students have completed their studies and will give you reasonable notice in the event of withdrawal or fundamental changes to your course.

## **5.3 Changes occurring before you enrol**

As an applicant if it becomes necessary to consider making major changes to your programme we will tell you about these at the earliest opportunity.

## **5.4 Circumstances beyond the control of Art Academy London**

It may be necessary for the Academy to:-

revise the terms, content or delivery of programmes from those set out in the prospectus or website; or discontinue, suspend, merge or combine options within programmes; or introduce new options or programmes, in circumstances outside the Academy's control. These circumstances may include the lack of availability of key personnel without whom the Academy cannot provide its services; over- or under-demand from students; the acts of validating partners and other third parties; changes in the requirements of an accrediting body.

## **5.5 Cancellation of programmes**

The Academy also reserves the right to cancel a programme or course before that programme or course starts in circumstances where:

- an insufficient number of applications, offers or acceptances mean that the student experience cannot be guaranteed; or
- the programme or course is no longer viable for academic, regulatory, legal, commercial, financial or other reasons.

## **6. Location of study**

Art Academy London currently has two sites; Mermaid Court located in London Bridge and Newington Library, located in Elephant & Castle. During your studies you will be undertaking activities at both locations and may be assigned dedicated studio space at our Newington Library site during the latter part of your programme. It is important to note that as the Academy adapts and grows to meet the needs of students, you may be required to attend tutored sessions or be allocated dedicated studio space at locations other than those advised prior to your enrollment (at open days, interview, via publication materials, prospectus, website etc).

Where such changes occur, the Academy will endeavour to notify and consult students as early as possible. It is intended that the Mermaid Court site will remain central to the Academy's campus and we will endeavour to ensure that any new sites will be located within the surrounding South London area.

## **7. How we will communicate with you**

Prior to enrolment we will contact you via the email address supplied. Once you have enrolled the Art Academy will contact you individually by your private email address and as a student cohort via Art Academy London's Moodle. You should therefore check that the email address you have supplied is up to date and that emails from the Academy's Moodle are not going to your junk box. Important information is communicated through Moodle and the Academy takes no responsibility for students' failure to read notifications.

## **8. Engagement with your studies**

You should engage with all learning activities which form part of your programme, subject to absence only for medical reasons or other personal reasons agreed in advance with your Programme/ Pathway Leader or the Academic Programme Manager.

It is important for you to understand that the programme specification and module descriptions provide a description of the structure of the programme, of the learning outcomes (i.e. what you will learn), and of the strategies for learning, teaching and assessment. The size of a module is measured in academic credits. In accordance with practice across the UK higher education sector, the Academy allocates one credit for 10 hours of notional learning time. Notional learning time includes all activities required for a student to achieve the learning outcomes of a module including contact hours (lectures, demonstrations, seminars, tutorials etc), directed study, independent study, and assessment activity (including preparation for assessment). Notional learning time is a benchmark and the actual time each student takes to achieve the required outcomes may be shorter or longer depending on the knowledge and skills of students at entry and their rate of progression through the programme.

### **8.1 What you can expect of Art Academy London**

Art Academy London will provide you with education services (including teaching, learning and, where applicable, research opportunities and assessments). In general, contact hours for all Academy undergraduate programmes (i.e. the average time each week when a student is in contact with a tutor through practical sessions, lectures, demonstrations, seminars, tutorials, etc) typically equate to 18 to 24 hours per week in BA Year one and Year two (depending on the number of elective skills workshop courses students choose per term) and 12 hours per week in BA Year three.

Provided that you successfully fulfil the requirements of your programme as outlined in the programme specification, pay your fees and otherwise meet your obligations as a student (as set out in your this document, the student handbook, academic regulations and associated policies), the Academy or its validating partner will grant you the appropriate award or qualification.

### **8.2 Attendance**

You should also be aware that all programmes, courses and modules require a minimum level of attendance, which will be clearly stated in the student / programme handbook or module specification and or course documents. You must comply with such requirements in order to progress with the programme or to attain the appropriate award or qualification.

### **8.3 Unsatisfactory Engagement**

Where your record of engagement is considered unsatisfactory, you will be invited to attend a meeting to discuss the issues. In the event that you do not attend this meeting, you will receive a further letter inviting you to a re-arranged meeting. If you do not attend this meeting, then you will be considered to have withdrawn from the programme.

### **8.4 Non attendance for legitimate reasons**

Non-attendance at classes due to illness, or for personal or professional reasons does not provide the right to refunds, extra tuition or transferral to another class. However, in such an event we shall consider all the circumstances and take such action that we consider fair and reasonable.

## **9. Elective Skills Workshop Course choices**

Whilst Art Academy London aims to offer Elective Skills Workshop Course options to reflect students' special interests, it cannot guarantee that all options will be available to all students. All Courses have a limited number of places. Similarly it may not be possible to run certain courses if insufficient numbers of students have chosen that option.

The yearly programme of Elective Skills Workshop courses is made available on Moodle and each term's courses are released for self - enrolment via Moodle halfway through the preceding term. At this point those students paying termly become liable for the following term's fees: Fees should be paid in full before the beginning of the ensuing term. Allocation of places is provisional until fees for the term are paid.

## 10. Fees

Fees for the full-time BA (Hons) Fine Art in the academic year 2019/20 are £24,750\* for the three year duration of the full time programme or £25,750 for the entire five or six year duration of the programme part time. This equates to £8,250 per annum full time and £5,150 per annum part time if completed in five years or £4,292 per annum part time if completed in six years. Tuition fees are subject to annual review and potential increase as detailed in 10.5 below.

*\*with the automatic bursary for students starting September 2019 this reduces the total fees to £20,100 for the three year duration of the full time programme or £20,904 for the entire five or six year duration of the programme part time. This equates to £6,600 per annum full time or £4,180.80 per annum part time if completed in five years or £3,484 per annum part time if completed in six years.*

Fees for the full-time Foundation Degree (Contemporary Portraiture or Sculpture pathway) in the academic year 2019/20 are £16,500 for the two year duration of the full time programme or £17,160 for the entire four year duration of the programme part time. This equates to £8,250 per annum full time and £4,290 part time. Tuition fees are subject to annual review and potential increase as detailed in point 10.5 below.

*\*with the automatic bursary for students starting September 2019 this reduces the total fees to £13,200 for the two year duration of the full time programme or £13,936 for the entire four duration of the programme part time. This equates to £6,600 per annum full time or £3,484 per annum part time.*

Where students switch from full time to part time mode (or vice versa) part way through the programme, annual tuition fees will be recalculated pro rata from the relevant full programme tuition fee outstanding.

A non refundable deposit of £500 as outlined in point 3.2 is also payable on acceptance of the offer

### 10.1 Payment of Fees

At current Art Academy London does not have access to the student loans company scheme and it is your responsibility to ensure that you have sufficient funds to pay your fees by the due date. Tuition fees must be paid before your programme commences.

Full fees for the year or term are payable four weeks before the start of the year, where it's a new academic year, or in Week 6 of the preceding term during the academic year, except by prior arrangement. If fees for the term remain unpaid by the end of the preceding term, your tuition will be suspended until an agreement has been made in writing regarding the payment of the outstanding sum.

Fees can be paid by cheque or bank transfer, via post or in person, to the Academy Administrators. Cheques should be made payable to The Art Academy. For security reasons we do not accept cash payments of more than £400.00. Any bank charges incurred by the Academy due to unpaid or represented cheques will be passed on in full to be paid by the student.

Payments made termly incur a 5% surcharge.

### 10.2 Sponsors

If you have an agreement from a sponsor (e.g. an employer, or the government of another country) to cover your tuition fees, you must provide the Academy with a letter from your sponsor at the time of enrolment and registration. The Academy will then invoice your sponsor for your annual tuition fees. Parents, family and friends

do not count as sponsors for this purpose. Please note that if your sponsor fails to pay your fees, you will become liable for any unpaid amounts.

### **10.3 Non payment of fees**

If your tuition fees are not paid, you may be referred to a debt collection agent and risk having your award withheld and graduation deferred, or not being allowed to re-enrol on a programme until all arrears have been paid. If you are experiencing financial difficulties in paying your tuition fees, you should tell the Academy and seek assistance at the earliest possible opportunity. The Academy will assist where it can by looking at how you can clear your debts over an agreed period of time within the academic year through a payment instalment plan.

If you raise what the Academy considers to be a genuine dispute regarding an invoice for tuition fees and notify the Academy of that dispute promptly after receiving the invoice, then, until the dispute has been resolved, the Academy will not exercise its rights and will allow you to continue with your programme.

### **10.4 Non completion of study**

There is no refund or reduction of fees for absence or suspension. Students who have paid the full year fees but fail to complete any term of the course must pay for that term in full. Fees for following terms will be refunded if one full term's written notice of withdrawal from the course is given. (Fees remain payable during the notice period).

### **10.5 Tuition fee increases**

Art Academy London reviews its fees on an annual basis, but will endeavour not to increase fees for enrolled students from year to year other than to account for the annual rate of inflation.

Where a programme lasts more than one academic year then unless stated otherwise the Academy reserves the right to make an inflationary adjustment to the tuition fee payable in the second and any subsequent year. The amount of any increase will be determined by the prevailing or expected inflation factors faced by the Academy at the time of setting the fee rates for the relevant academic year. Students will normally be notified of the fees for the following academic year on or around April 1st.

The level of any inflationary increase will be capped at a maximum annual increase of 5%.

### **10.6 Retakes and resits**

Where a student is required to resit or retake module(s) or a stage (only in line with the academic regulations) further tuition fees will be payable. These will be calculated pro rata in line with the credit value of the module or stage. The fee rate used for this calculation is subject to inflationary adjustment.

### **10.7 Suspension of study**

There may be circumstances in which a student may request a full or partial year out from their studies. Where such a request receives academic approval then as long as there is no repeated study the tuition fee originally paid will be held over to cover the delayed period of study. Any inflationary adjustment to the standard fee due for the delayed year of study will need to be paid.

There is no automatic entitlement to a refund of any tuition fees paid in respect of a part of the course covered by the suspension of studies.

### **10.8 Bridging module**

Where a student decides to undertake the BA top up year after completing the Foundation Degree, they will be required to take the bridging module at the end of their programme, before starting level 6 (year 3) of the BA. This module incurs a separate tuition fee of £600.

## 10.9 Additional Costs

In common with other universities and colleges providing arts, design, media, crafts courses, your additional course costs (on top of your tuition fees and living expenses such as accommodation, food, social life etc) will include some or all of the following:

- Personal equipment
- Most materials for producing your own work
- Books for your own use outside course texts available through the Academy's learning resources
- Printing (and photocopying)

Students are responsible for providing all their own art supplies and other materials with the exception of basic supplies such as paper and clay in Elective Skills Workshop Courses. Some Elective skills workshop courses have a course materials fee ranging from approximately £15 - £50 per course (per term). All materials fees are clearly displayed on course documents and students are liable to pay these upon commencement of the Elective Skills Workshop course.

We strongly encourage students, as they increasingly specialise, to acquire basic tools/resources, along with appropriate consumable materials, depending on their creative discipline. Programme staff provide advice in this respect.

There are additionally some specialist extra courses (such as specific large scale casting techniques), which do not form part of the main programme(s) curriculum and are optionally available to students to take subject to additional tuition fees. In such cases, availability and cost of courses are published internally through the VLE each term.

Periodically, as part of their programme, students are required to visit exhibitions and art fairs. Students should be aware they are responsible for any entry costs.

## 10.10 Commission

Commissions or competitions may be offered to students through the Art Academy. If a student wins such a commission, a 20% commission fee is payable to The Art Academy. Commissions which a student receives on his or her own account do not incur any fee to the Academy. Sales of all work displayed during the Graduate Show and other exhibitions organised by the Academy is subject to a 20% commission payable to The Art Academy.

## 11. Intellectual Property

You will own and retain the rights to any intellectual property (such as copyright, trademarks and patents) that you create during the course of your studies or research activities, unless you agree otherwise with the Academy. More than one type of IP may apply to the same creation. Patents, registered trademarks and registered designs are protected through application to the patent office in the countries where you seek to protect your work. Copyright and design right are known as unregistered rights where your legal rights arise automatically upon creation of the work. There is no need to file an application for protection.

### 11.1 Reproduction of student work

All students, however, grant Art Academy London permission to use their work or copies of their work (digital or otherwise) made at the Academy for academic, teaching and marketing purposes in perpetuity.

## 12. Accommodation, Insurance, Funding and Immigration

During your time at the Art Academy London, you should:-

- arrange your own accommodation.

- have adequate insurance for your own personal belongings. (including mobile phones, electronic devices, computer equipment, cycles). The Academy strongly recommends obtaining insurance against risks such as theft and damage and, where appropriate, medical insurance;
- arrange sufficient funding for all tuition, living and other fees and expenses arising from your studies.; and
- provide evidence of your independent right of residency in the UK if required.

## **13. How Art Academy London May Use Your Personal Information**

You agree that, during and after your time at the Art Academy, the Academy will hold and process your personal data (including sensitive personal data) in accordance with the Data Protection Act 2018 (DPA) and General Data Protection Regulations 2018 (GDPR) and the Academy's Personal Information and Data Protection policy.

The personal data held by the Academy will include information that you provide as part of the application and enrolment process, as well as necessary information which the Academy will process whilst you are a student. The personal data will be held by the Academy to assist with (amongst other things):-

- the normal functioning of the Academy (including general administrative and academic functions); providing you with services and support;
- managing student finances, collecting tuition fees and recovering outstanding debts;
- managing and operating the Alumni Association;
- taking disciplinary action, where appropriate;
- the prevention of crime and disorder; and
- analysing student records to monitor quality and performance.

### **13.1 Disclosure of personal data**

The Academy may disclose personal data held about you to other parties, including the following organisations:-

- Southwark Council, council tax offices and electoral registration officers;
- student sponsors and any relevant sponsoring body;
- the Home Office, UK Visas and Immigration (or any body that replaces it), Higher Education Statistics Agency and professional and regulatory bodies;
- the Police and other law enforcement agencies and emergency services;
- debt collection agents, third party service providers and external research and survey organisations;
- GradIntel, employers and prospective employers (for reference purposes), partner colleges and other educational institutions;
- commercial organisations working on behalf of the Academy for fundraising or PR purposes.

This list is not exhaustive and the Academy may also disclose personal data held about you to other parties if it considers it to be in your interests to do so. Please note that we are reliant on you for much of the data we hold: help us keep your record up-to-date by notifying us of any alterations to your address, personal details or programme enrolments.

### **13.2 Other promotional activity**

The Academy may record or photograph you and other students for promotional and other purposes. Should you not wish to be photographed or filmed, you should inform staff and may be excluded from such activities.

## **14. Liability**

We will be liable to you for any direct loss or damage you suffer if we either fail to carry out our obligations under this agreement to a reasonable standard; or breach any relevant duties that we owe to you that are imposed on us by law (including if we cause death or personal injury to you by our negligence), but not to the extent that such failure is attributable to your own fault or the fault of a third party.

### **14.1 Limitations**

Other than as described in 13, Art Academy London shall not be liable for any losses or damages suffered by you, however caused.

We will not be liable to you for events outside our control which we could not have foreseen or prevented even if we had taken reasonable care. Events outside our control include industrial action, over or under demand from students, staff illness, significant changes to higher education policy, severe weather, fire, civil disorder, political unrest, government restrictions and concern with regard to the transmission of serious illness, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial dispute, natural disaster, fire, act of God, terrorist activities, technical problems with transportation, closures of airports, ports and/or ferries, government action. In such circumstances, we reserve the right to change or cancel parts, or all, of your programme.

## **14.2 Staff illness and absence**

In the event of staff illness, we will attempt to find a substitute tutor. Where this is not possible, the class will be postponed and the missed hours rescheduled at a later date.

## **14.3 Excluded liability**

The Academy cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- I. all damage to your property (including to personal I.T. equipment and bicycles) unless it is directly caused by the negligence or fault of the college or its staff;
- II. the non-return of work submitted for assessment;
- III. personal injuries or death except in so far as it is caused by the negligence of the college or its staff;
- IV. all indirect and consequential losses, however arising; and
- V. loss of opportunity and loss of income or profit, however arising.

## **14.4 Financial liability**

Save for any liability in negligence for personal injury or death, any remaining liability of the Academy in contract, breach of statutory duty, misrepresentation or any other course of action, however occurring, are limited to the value of tuition fees paid by or on behalf of the prospective student or student to the Academy or the amount, if any, the Academy receives from its insurers in respect of that particular loss, whichever is the greater.

## **15. Termination of the Contract by Art Academy London**

Apart from its other rights to terminate under the terms of this contract, the Academy may terminate its contract with you with immediate effect by notifying you in writing, if you:

- fail to pay any outstanding tuition fees within 28 days of a demand;
- do not enrol on your programme;
- are withdrawn from the Academy for any reason whatsoever;
- are convicted of a major criminal offence or fail to declare an unspent conviction in line with our criminal convictions policy; or
- commit a material breach or repeated breaches of your contracts with the Academy.

Your admission and continued registration at the Academy are also subject to:-

- any requirements set out in the Academy's offer to you;
- entry and attendance requirements relevant to your programme of study;
- any immigration or visa checks and requirements that may apply from time to time.
- any offer made to you may be withdrawn or revised, and you may be withdrawn as a student of the Academy if your application or any accompanying information is found to contain facts or omissions that are false or misleading.

## **16. What if Something Goes Wrong?**

The Art Academy aims to provide high quality services to its students. Unfortunately, there may be an occasion where something goes wrong. Whatever your complaint, you can expect it to be dealt with promptly and fairly and in line with the Academy's published complaints or appeals procedures (as updated from time to time). Information about these procedures can be found in the student handbook and online. You will not be treated

less favourably or disadvantaged by making a complaint or appeal on an academic matter. If you are unable to resolve a complaint or appeal with the Academy, you may be entitled to refer the matter to the Open University and/ or OIA - Office of Independent Adjudicator (or any organisation that replaces it).

## 17. Other Important Terms

### 17.1 Your contract with Art Academy London

Your contract with the Art Academy (of which this document forms part) is between you and the Academy. No other person shall have any rights to enforce any of its terms.

Each of the provisions of your contract operates separately. If any court or relevant authority decides that any provision is unlawful (in whole or part), it shall be deemed to have been modified to the minimum extent necessary to make it lawful and the remaining provisions will be unaffected and will remain in full force and effect.

### 17.2 Breach of contract

If you are in breach of your contract with Art Academy London and the Academy decides to waive that breach or refrains from, or delays in, enforcing its rights against you or requiring you to perform your obligations, that will not mean that the Academy has waived its rights against you for that or any other breach, nor that you have been released from those obligations.

### 17.3 English Law

This document is governed by English law. You and the Art Academy both agree to submit to the exclusive jurisdiction of the English courts.

Signature (enrolling student) \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

Signature (on behalf of the Art Academy) \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_