

CAMBRIDGE  
SCHOOL OF  
VISUAL &  
PERFORMING  
ARTS

# Terms & Conditions

2024-25

# Terms & Conditions of Admission & Payment of Fees

## 1. Who we are

**1.1.** We are **CGS ADMINISTRATIVE SERVICES LIMITED** incorporated and registered in England and Wales with company number 12857381 whose registered office is Units 6 and 7, Old Swiss, 149 Cherry Hinton Road, Cambridge CB1 7BX ("**CGS**" or "**we/us/our**"). We provide, through our group of colleges, a wide range of academic programmes for students in locations around the world.

**1.2.** You wish to study an academic programme with us, which will be provided on our behalf through our group college known as the **Cambridge School of Visual & Performance Arts**, which is abbreviated to CSVPA. CSVPA is a trading name of Cambridge Arts & Sciences Limited (company no. 03454690) whose registered office is also at Units 6 and 7, Old Swiss, 149 Cherry Hinton Road, Cambridge CB1 7BX ("**College**").

**1.3.** If you need to contact us in relation to these Terms and Conditions, you can do so by email: [admissions@csvpa.com](mailto:admissions@csvpa.com) or telephone to: +44 (0) 1223 341300. If you need to contact your College, you can do so by email: [studentservices@csvpa.com](mailto:studentservices@csvpa.com) or telephone to: +44 (0) 1223 341328

**1.4.** Please read these Terms and Conditions carefully. It is important that you read and understand all of these Terms and Conditions as you confirm that you accept them when you sign the registration form included in our offer pack. Your College will be responsible for delivering your academic programme on our behalf in accordance with these Terms and Conditions, but the contract is between us and you.

## 2. Definitions:

**2.1.** In these Terms and Conditions some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these Terms and Conditions they shall have the meaning given to them here.

**"Acceptance Form"** – the form provided by the College in the Offer Pack for completion when accepting a place for the Student at the College.

**"Accommodation"** - the residential student accommodation comprising the bedroom in the building allocated to the Student by the College (as may be changed by the College from time to time), together with shared use of the communal areas.

**"Agent"** – the person or organisation that the Parent or Student has entered into a contract with directly (and separately) for the provision of educational choices advisory services.

**"College"** – has the meaning given in clause 1.2.

**"Contract"** – has the meaning given in clause 4.1.

**“Offer Pack”** – the pack of information we send confirming our offer of a place at the College for the Student, which includes details of the College's fees and the Acceptance Form.

**“Parent”** – any holder of parental responsibility<sup>1</sup> for a child or young person (e.g. under the age of 18) who is a Student.

**“Residential Agreement”** – the separate terms and conditions upon which College accommodation is provided to an Over 18 Student. Students who are under the age of 18 must live in College accommodation (except as outlined in clause 16.1), which is provided under these Terms and Conditions.

**“Signatory”** – each person who has signed the Acceptance Form, as further described in clause 4 below.

**“Student”** – the person who is admitted to study at the College.

**“Under 18 Student”** – a student who is under the age of 18 on the first day of the course to which the Contract refers.

**“Over 18 Student”** – a student who is over the age of 18 on the first day of the course to which the Contract refers.

**“A student under the age of 18”** - a student who is under 18 at a particular time.

**“Terms and Conditions”** – these terms and conditions which we may update from time to time as we have explained in clause 26.

**“Term's notice”** or **“semester's notice”** - written notice given to us not later than the first day of the term or semester before the term or semester to which the notice relates.

**2.2.** In these Terms and Conditions, we sometimes provide illustrative examples to try and provide a better understanding of what we are referring to. We do this by using the words “for example”, “includes” or “including”. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

### **3. About these Terms and Conditions**

**3.1.** Please read these Terms and Conditions carefully. They set out the terms and conditions on which we provide educational services to the Student

**3.2.** It is important that the Signatory (and the Student if different) read these Terms and Conditions before accepting our offer of a place for the Student at the College.

**3.3.** The Terms and Conditions apply throughout the Student's course of study at the College including where changes are made to the Student's course of study (of whatever description) or Accommodation. Where any changes are required to these Terms and Conditions, we will tell you about these as we have explained in clause 26.

### **4. The Contract**

**4.1.** These Terms and Conditions, the Offer Pack, the Acceptance Form (as in each case may be varied from time to time) form the terms of a legally binding agreement (the “Contract”) with us (meaning CGS Administrative Services Limited). The Contract applies for the length of the Student's course of study at the College.

**4.2.** The parties to the Contract are us and each Signatory who has signed the Acceptance Form.

**4.3.** The Acceptance Form sets out the requirements for acceptance of our offer and signature requirements. In particular we require:

- signature by the Student where the Student is an Over 18 Student. In such cases references to the "Signatory" and the "Student" in these Terms and Conditions will refer to the same person (i.e., the student being admitted to the College); or
- signature by the Student's Parent(s) where the Student is an Under 18 Student. In such cases, the Student is not a Signatory in these Terms and Conditions. Instead, the Student will also be required to acknowledge these Terms and Conditions where indicated on the Acceptance Form.

Agents must not sign the Acceptance Form on behalf of a Student or Parent.

**4.4.** Important – each Signatory is liable for and must ensure that all of the fees are paid to us. This is because our Contract applies to each Signatory together and each Signatory on his or her own. Each Signatory has an individual responsibility to ensure that the fees owing to us are paid. In practice this means that if fees have not been paid to us then, in order to recover the outstanding payments, we can seek payment of the full amount outstanding from any Signatory (be that the Student if they are the Signatory to the Contract because they were over the age of 18 at the start of the course, or each Parent who has entered into the Contract because the Student was, at the start of the course, under the age of 18).

**4.5.** Where there is more than one Parent as Signatory, each Parent agrees that, prior to and during the Student's time at the College, both we and the College are entitled to assume that they have consulted with each other so far as decisions regarding the Student are concerned. Accordingly, each Parent accepts that both we and the College are entitled to treat:

- any instruction, authority, request or prohibition received from one Parent as having been given on behalf of all of them; and
- any communication from us or the College to one Parent as having been given to all of them.

**4.6.** The College will send information (e.g., College reports) about the Student to the Student and any individual(s) nominated to receive such information. In this case any communication from or to the nominated person(s) will be treated as having been given to, or on behalf of, all Signatories. Regardless of whether an individual has been nominated to receive such information, we may also share information with the Parents of Under 18 Students (and including where the student has turned 18 after the first day of term), where we consider sharing such information is in the Student's best interests.

**4.7.** An Over 18 Student in College Accommodation must additionally sign the Residential Agreement prior to the start of their studies. If the Student takes up the Accommodation without signing the Residential Agreement, that Accommodation will be provided on the basis of the terms and conditions set out in the Residential Agreement.

**4.8.** Under 18 Students are required to stay in College Accommodation and which is provided to them on these Terms and Conditions. As such, under 18 Students (or their Parents) are not required to sign the additional Residential Agreement.

## **5. Application and enrolment**

**5.1.** To apply to enrol at the College, an Application Form must be completed. If a suitable place is available, we, or the College on our behalf will then send a full Offer Pack to complete, which must be signed in accordance with clause 4 above.

**5.2.** Our offer of a place is accepted, and the Contract entered into, when the deposit and registration fee (as indicated in the Offer Pack) are paid. In cases where no deposit is payable then the Contract is entered into upon payment of the registration fee only.

**5.3.** As long as a suitable place remains available, we will then reserve the Student a place on the course and, if required, a room in Accommodation. This place may be conditional on receiving additional documentation or meeting any entry requirements, in each case as may be detailed in the Offer Pack.

**5.4.** A final letter confirming the place on the course will be issued once all the required documentation has been received, although the Contract is formed and entered into when we receive the deposit and registration fee.

## **6. Payment of fees and expenses**

**6.1.** Fees (as described in the Offer Pack) are invoiced termly (or semesterly) in advance by us. Fees are due at least fourteen (14) days before the start of the relevant term (or semester) – the “due date”.

**6.2.** All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

**6.3.** Interest will be charged at the rate of 3% per year on late payments. Unless agreed otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment.

**6.4.** Where fees remain unpaid or there is a repeated failure to make payment by the due date, we may tell the College to:

- prevent the Student from attending lessons or sitting examinations.
- withhold the results of examinations or withhold College references or other information.
- require advance payment for future terms/semesters as a condition of our continued provision of education to the Student; and/or
- exclude the Student from the College. Refer to clause 15 for further information.

**6.5.** 3% charge will also be applied to any pre-agreed payment plan made with our Finance Team. You may also be subject to a credit check and required to pay via Standing Order.

**6.6.** Students who are suspended for non-payment of fees will be marked as absent for lessons.

**6.7.** The Signatory will be responsible for reasonable costs and expenses incurred by us in the recovery of any outstanding fees due, including reasonable legal costs (being costs that would be allowable by the courts if judgment were made in our favour).

**6.8.** We regret that we cannot extend credit to Students (or Parents). All additional expenses (trips, examination fees, books and materials, etc) must be paid for in full and in advance if requested. We may refuse to allow the Student to participate in the relevant extra-curricular activity or sit the relevant examination for example, while the applicable charge for that activity or examination remains unpaid.

**6.9.** The deposit cannot be used to pay for expenses or cover any shortfall in fees. The deposit will be refunded only once all outstanding fees and expenses have been cleared. This process will take time and we cannot refund deposits prior to its completion. A refund form will be sent to the Signatory which must be completed, signed, and returned to us before the refund is processed. The deposit will only be returned to the original fee payer by the same payment method and to the original bank account from where the payment was made. All refunds will be processed in line with applicable laws and legal restrictions.

**6.10.** The fees do not include any additional costs. Details of charges considered 'additional' are available on the fee pages of the website under 'Additional Costs'. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which it is agreed in advance the Student may participate will be supplemental to items met by the fees and charged for accordingly. In addition, UCAS and IELTS fees shall be charged as additional costs. Additional charges incurred by the School in providing for the special educational needs of the Student, in agreement with Parents in advance if applicable, may also be charged as supplemental to the fees.

## **7. Fee increases and programme changes**

**7.1.** Fees are adjusted annually in September for each new academic year. Fee increases will not apply if payment has already been made in full by the time the new prices are published. Notice of the new fees will be provided in time to allow withdrawal on a full term's (or semester's) notice under clause 10.2.

**7.2.** The College website and prospectus describes principles upon which the College is run. However, we or the College may find it necessary to make changes to any aspect of the College, including the curriculum or manner in which education is provided to Students.

**7.3.** The College may need to withdraw a programme or a single subject prior to the start of the course, for example if an insufficient number of students have enrolled.

**7.4.** Once the Student has started on the course, we (or the College on our behalf) will give reasonable notice of any significant changes wherever possible and work with the Student to support them, for example by providing suitable alternative provision or would refund any parts of the course which you have paid for in advance but not yet completed.

## **8. Late arrival**

**8.1.** Students are expected to make travel arrangements to ensure they can attend from the first day of term/semester. We may have to defer the Student's entry to a later term if

the Student does not arrive by the agreed late arrival date. In such cases the College's cancellation and withdrawal policies will apply.

**8.2.** No fee reduction or refund will apply if the Student arrives after the course start date.

## **9. Cancellation (before the start of term/semester)**

A summary of tuition refund criteria is available at [www.csvpa.com/refunds](http://www.csvpa.com/refunds). Please note that Accommodation cancellation is not included and the terms and conditions below apply). Any refund due will only be returned to the original fee payer and by the original payment method. All refunds will be processed in line with applicable laws and legal restrictions.

**9.1.** Written cancellation must be given to the College (on our behalf) by email to the Admissions Department ([admissions@csvpa.com](mailto:admissions@csvpa.com))

**9.2.** The following consequences shall then apply, depending on when written notice of cancellation is received by the Admissions Department:

- more than fourteen (14) days before the first day of term (except where you change your mind within our fourteen (14) day cooling-off period - see below) - the deposit and registration fee are forfeited and will not be refunded if the Student does not take up his or her place at the College.
- less than fourteen (14) days before the first day of term/ semester (or where no notice is provided at all) – the deposit and registration fee are forfeited and will not be refunded if the Student does not take up his or her place at the College) plus one full term's (or semester's) applicable fees in lieu of notice and, if applicable, the full year of Accommodation fees, which will be payable and will become due and owing to the us as a debt.

**9.3.** When a Student's start date is deferred and then their place is subsequently cancelled, this will be considered as less than fourteen (14) days' notice.

**9.4.** If cancellation is due to a visa refusal, please refer to [www.csvpa.com/refunds](http://www.csvpa.com/refunds). Full written details including evidence of refusal will be required as a condition of such refund.

**9.5.** Under UK consumer law the Signatory has the right to change their mind within fourteen (14) days of original enrolment (the "cooling off period"), starting from the day after we receive payment of the deposit and registration fee. In this event, fees paid will be refunded, net of bank charges. The signatory must make a statement of cancellation to the College (on our behalf) in writing, either to the Admissions Team ([admissions@csvpa.com](mailto:admissions@csvpa.com)), or using the cancellation form available at [csvpa.com/contact](http://csvpa.com/contact). If the Student has started the course and/or started occupying the Accommodation, we will be entitled to deduct a reasonable sum to take account of time student has spent in the Accommodation and/or studying the course.

## **10. Withdrawal (after arrival)**

**10.1.** A summary of tuition refund criteria is available at [www.csvpa.com/refunds](http://www.csvpa.com/refunds). Please note that withdrawal from Accommodation is not included and the following terms and conditions apply. Any refund due will only be returned to the original fee payer, by the original payment method and to the original bank account from where the payment was made. All refunds will be processed in line with applicable laws and legal restrictions.

**10.2.** Once a Student has arrived, one full term's (or semester's, where relevant) notice is required for any withdrawal (other than at the end of the course of study in which the Student is enrolled). If a term's (or semester's) notice is provided, we will not charge fees in lieu of notice for tuition.

However, it is not possible to withdraw from Accommodation mid-year and therefore full Accommodation fees will be due for the remainder of the current academic year (or the following academic year if notice is not given prior to the 30th June). The limited exception to this is where the College actually fills the specific vacancy in the Accommodation created by the Student's withdrawal, in which case the amount of Accommodation Fees due will be amended to reflect the College's administrative costs or a reasonable estimate of those costs plus pro-rata Accommodation Fees for any period when the allocated Accommodation was vacant.

If the Student wishes to change the accommodation type (for example, from shared to single, or catered to self-catered) you must either give a term's notice or pay us the difference between the fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

**10.3.** If the College (on our behalf) does not receive a full term's (or semester's, where relevant) notice (or no notice is received at all), one term's fees in lieu of notice (or semester, where relevant) will be charged and, if applicable, Accommodation fees until the end of the then-current academic year (or the following academic year if notice is not given as specified in clause 2 for that next academic year). Fees in lieu of notice will become payable to us as a debt on the first day of the term (or semester) that would have been the final term (or semester) if correct notice had been given.

**10.4.** Notices must be sent to the College (on our behalf) by email to the Rector of the College via Student Services at [studentservices@csvpa.com](mailto:studentservices@csvpa.com).

**10.5.** If a student wishes to change their course of study, after starting their studies, the same notice provisions apply to any change in fees. Please note that a change of course may require a new visa application and an additional cost will therefore be incurred.

**10.6.** Any Student-route visa-holding Students who withdraw will be reported to UKVI as detailed in clause 12.

**10.7.** We are unable to refund or reduce fees when the Student is absent due to illness or injury or other emergency, or change in personal circumstances. Nor would fees be reduced if the Student withdraws part way through a term. We therefore strongly advise arranging adequate fee insurance to provide cover in such cases.

## **11. Withdrawal from Accommodation (after arrival)**

**11.1.** Where Accommodation is provided by the College under separate terms and conditions of the Residential Agreement (Over 18 students), withdrawals from Accommodation will be dealt with under the Residential Agreement.

**11.2.** Otherwise, if the Student moves out of accommodation before the end of the Period of Agreement (subject to clause 16.1), the Student remains responsible for paying the Accommodation Fees to the end of the then-current academic year, and, depending on when notice is given, the Student may also need to pay Accommodation Fees for the next academic year. Please see clause 11.3 below.



**11.3.** For Students on courses which last more than one academic year, we or the College (as the case may be) provide a limited opportunity to withdraw from the Accommodation for the second or third year of the course subject to clause 16.1; and:

- either provide a full term's (or semester's) notice prior to 30th June that they wish to withdraw from Accommodation with effect from the start of the next academic year. The Signatory must either provide the notice or confirm that they support it; or
- where insufficient notice is given (or no notice is provided at all), pay to us the difference between the fees inclusive of accommodation and the fees exclusive of accommodation for the next academic year, in lieu of notice unless or until we or the College, prior to the end of the next academic year, fill the vacancy in the Accommodation created by the Student's moving out (at which point the Signatory shall only then be liable to pay the fees exclusive of accommodation).

**11.4.** If the Student wishes to change the accommodation type (for example, from shared to single, or catered to self-catered) you must either give a term's (or semester's) notice or pay us the difference between the fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

## **12. Students requiring a visa to study in the UK**

**12.1.** The Student will need to demonstrate that they have a valid immigration status to undertake their studies. If the Student cannot demonstrate that they have the right to enter, live and study in the United Kingdom, we may cancel the Contract on written notice and withdraw the Student. The withdrawal will be subject to fees in lieu of notice as set out in clause 10. We will not be responsible for any related or ancillary costs or losses incurred.

**12.2.** No reduction of fees will apply to any time missed due to the Student ensuring they have a valid immigration status and the right to enter, live and study in the United Kingdom.

**12.3.** It is the Student's responsibility to ensure that they comply with the terms of their visa at all times whilst enrolled with and/or studying at the College.

**12.4.** If the student holds a non-Student-route visa that permits study they are responsible for ensuring that they maintain their visa status throughout their studies, and maintain their right to enter, live and study in the United Kingdom. Such students are required to inform us immediately of any changes to their immigration status. Please refer to clause 12.1 for the consequences of not maintaining a valid immigration status.

**12.5.** The College is required to withdraw sponsorship of Student-route visas for a number of reasons, including:

- failure to enrol or re-enrol on the course.
- failure to meet the minimum attendance requirements.
- the enrolment being terminated, or the Student withdrawing, being excluded or deferring their studies; and students successfully completing the course in a shorter period than originally planned.

**12.6.** As a part of any withdrawal process the Student must provide documentary evidence of their return to their home country (e.g., visa stamp or boarding pass) or of their new school or education institution (e.g., a new visa).

**12.7.** If the Student's visa is revoked, we will be entitled to cancel this Contract and withdraw the Student with immediate effect. The withdrawal will be subject to fees in lieu of notice as set out in clause 10. Support may be provided at our discretion in cases of UKVI error.

### **13. Academic performance**

**13.1.** The Student is expected to attend lessons, complete their work, and attain reasonable performance targets. English for academic purposes will form part of an international Student's studies until such point as they reach a certified IELTS level of 6.5 in all areas, or higher as per the entry requirements of their preferred destination institution.

**13.2.** If, in the reasonable opinion of the Rector of the College, the Student has not satisfactorily attended lessons, or has failed to attain reasonable performance targets, the College may not enter the Student for public or internally accredited examinations or may exclude the Student. Please see clause 15.

**13.3.** The College will support the Student to progress to a Higher Education course at the College or another university in the UK (if they so require). It is the duty of the Student to ensure all supporting qualification documents submitted to the College or UCAS (and elsewhere) for such progression are valid originals and can be corroborated by the relevant admissions department if required. Neither we, nor the College, accept responsibility for unsuccessful applications supported by other parties or caused by fraudulent documents.

**13.4.** Scholarship recipients, or those benefitting from any other form of financial discount on their fees, must maintain good academic and personal standing during their course to remain eligible for the award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made. If the student has poor attendance, progress or is found guilty of academic and/or personal misconduct during their course they may have their scholarship or discount withdrawn.

**13.5.** Where it appears likely to the Rector of the College that a scholarship or discount may be withdrawn from the Student, we (or the College on our behalf) will provide notification in advance. If within fourteen (14) days following the withdrawal of a scholarship or discount the Student withdraws from the College, no fees in lieu of notice will be payable. This will provide sufficient time to decide whether or not the Student will stay at the College following the withdrawal of the scholarship or discount.

### **14. Trips, visits and medical care**

**14.1.** The Student (and his or her Parents for an Under 18 Student) confirms consent to participation in all College trips and activities on or off College premises.

**14.2.** The Student (and his or her Parents for an Under 18 Student) agree to the provision of first aid or urgent medical treatment as recommended by a doctor or medical practitioner as necessary.

**14.3.** The Student (and his or her Parents for an Under 18 Student) agrees that the College may administer any non-prescription medication or first aid as is deemed appropriate and to seek medical, dental or optical treatment when required.

**14.4.** It is a condition of the Student joining and remaining at the College that a medical questionnaire in respect of the Student is completed and submitted. The College must be informed of any health or medical condition, special educational need(s), disability, or allergy that the Student has, whether long-term or short-term, including any infections. The College must also be provided with any reports or other materials relevant to any health, medical or other issue if requested. If a Student arrives at the College with an undeclared pre-existing condition, the College may ask the Student to leave the College, or (where possible) to undergo private medical treatment or psychological support at the Signatory's expense.

**14.5.** The College must be notified of any changes to health, medical or other relevant information related to the Student as soon as they occur.

**14.6.** If the College believes a health risk is either presented by the Student to others, or presented to the Student by others (e.g. due to virus or epidemic), the College may require that the Student is kept at home and does not attend the College until such time as the health risk has passed. Where it is considered appropriate in such circumstances, the College will try to continue providing education to the Student remotely during such period.

**14.7.** Please be aware that charges for UK National Health Service ("NHS") treatment may apply. Students are strongly advised to obtain adequate insurance prior to travel for all medical care.

**14.8.** Cancellation or withdrawal for medical reasons is subject to the notice periods described in clause 10 above. We strongly advise taking out insurance that covers cancellation for protection in these circumstances.

## **15. Disciplinary matters, exclusion and enforced withdrawals**

The Student must abide by the College's rules as set out in the Student Handbook, Student Behaviour and Conduct policy (located at [www.csvpa.com/downloads](http://www.csvpa.com/downloads) and [www.csvpa.com/policies](http://www.csvpa.com/policies)) and the House Rules (if relevant) or as may be published or announced from time to time.

**15.1.** The College reserves the right to exclude a Student for:

- serious or persistent disciplinary or behavioural matters or if, in the reasonable judgement of the Rector of CSVPA, this is in the best interests of the Student, their peers, staff or the College.
- persistent failure to attend lessons.
- failing to meet required academic standards.
- the Student or Signatory misleading the College as to the Student's qualifications, medical or psychological history, learning difficulties, prior UK visa history or suitability for entry. It is therefore essential that all details or other information notified or otherwise disclosed to the College about the Student are accurate, truthful, and not misleading and that relevant details and information (or changes to it) are not withheld; or

- failure to pay fees after receiving a final warning.

In exceptional cases, an alternative course of study may be found, in which case the College will support the Student to make this change. Any change is likely to result in an additional visa application process for Student-route visa holding students.

**15.2.** If exclusion is necessary, arrangements must be made for the Student to leave the college at the earliest possible opportunity, and any Student-route visa - holding Student will be required to confirm their safe arrival to their home country for onwards evidence to UKVI. Their visa sponsorship will be withdrawn. Any expenses incurred by the us and/or the College to return the Student and their personal property shall become repayable.

**15.3.** In the event of a Student's temporary or permanent exclusion from the College, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with clause 10.3. Provided our final invoice has been paid, this Contract will terminate with immediate effect if the College requires the Student's withdrawal.

**15.4.** The College may carry out random drug and alcohol testing in accordance with the College's Alcohol Policy and Misuse of Non- Prescribed Drugs Policy.

**15.5.** Appeals can be made against permanent exclusion. Please see the College's Student Behaviour and Conduct policy for information regarding the appeals process.

**15.6** Instead of exclusion or suspension, the Rector may at his or her discretion require the Student to be removed from the College if the Rector considers that:

- the behaviour or conduct of any parent or agent is unreasonable; and/or adversely affects (or is likely to adversely affect) the Student and/or other student's progress at the College, and/or the wellbeing of College staff; and/or brings (or is likely to bring) the College into disrepute (among the College community or the general public);
- the Student's attendance and/or progress at the College is unsatisfactory and/or in the reasonable opinion of the Rector, the removal is in the College's best interests and/or those of the Student and/or other students;
- the Student's conduct or behaviour (including conduct or behaviour outside College), is unsatisfactory and/or the required removal is in the College's best interests and/or those of the Student and/or of other students;
- the College is unable to meet the Student's needs, including cases where the College cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by the Student. If the school determines that an Educational Psychologist Assessment is necessary for us to determine if and how we can best support a student, then the assessment is mandatory and the cost of it must be covered by you.

**15.7** The College reserves the right to insist that a student temporarily or permanently moves out of boarding if the College deems it in the best interest of the student and/or other students and therefore you must have adequate contingency plans in place for such an event.

**15.8** In the event of a Student's enforced withdrawal from the College, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with clause 8 above.

## **16 Accommodation**

**16.1.** Any Student under the age of 18 must live in Accommodation unless living with a Parent (or responsible adult at least 25 years old) within reasonable travelling distance of the College and then only with the prior written approval of the Rector of the College.

**16.2.** The Student must when living in Accommodation:

- comply with the House Rules, as amended from time to time – the current version of the House Rules will be displayed within the Accommodation (and copies will be available upon request). Serious breaches of the House Rules can mean the Student being told to leave the Accommodation, whilst still remaining liable for any outstanding accommodation fees.
- comply with the College's reasonable instructions, requests and directions relating to the Accommodation, the Communal Parts, the Building and/or their use of them.
- provide advance notice of expected arrival details to the College or Admissions at least three (3) working days before their arrival. This is required to ensure a comprehensive induction to their accommodation building; and
- not sublet the Accommodation or share occupation of the Accommodation or any part of it under any circumstances without the express prior written consent of the College.

**16.3.** All of the furniture, fittings, fixtures, equipment, materials and other contents provided by us or the College in the Accommodation are and remain the exclusive property of us or the College.

**16.4.** The size, shape and contents of the Accommodation may vary, and rooms shown during viewings and any pictures or plans shown in the College's brochures or on its website are simply examples of the types of rooms offered.

**16.5.** Accommodation fees are inclusive of electricity and other utility charges in the Accommodation.

**16.6.** The College will undertake cleaning of communal areas (excluding rubbish removal which is the Student's responsibility) used by the Students in the building in which the Accommodation is situated. This includes the cleaning of the bedroom and laundry of bed linen on a weekly basis for catered Students.

**16.7.** Accommodation fees do not include television licences for individual rooms, and should Students wish to watch television in the Accommodation, it is the Student's responsibility to ensure that they obtain a valid licence from the appropriate authority. The College does provide television licences in Communal Areas. Students must not erect any satellite dishes or aerials in the Accommodation or elsewhere on or at the Building.

**16.8.** The College Accommodation is closed for approximately two (2) weeks during the Christmas holidays (see the College's website for details of specific dates) to Students, therefore they will be required to return home for that period. Unless otherwise notified,

and in accordance with any advance directions or instructions given by the College (and subject to clause 16.9), all Students will be required to vacate College Accommodation over the summer holidays and for the period until the start of the new academic year (see the College's website for details of specific dates) and, for Students under the age of 18, they will be required to return home for that period. Please note that there will be an additional charge for Easter holidays if students remain in residence. Prices are available on the website.

**16.9.** Students who begin their studies in January, or who are otherwise on any course continuing over the summer holidays will be allowed to stay in College Accommodation for their full academic year, but may be required to change their Accommodation in Summer Term 2.

**16.10.** The Student may at any time be asked to change Accommodation for disciplinary reasons. Any additional fee shall become immediately payable.

**16.11.** We reserve the right to relocate any student, upon reasonable notice (given either by us or by the College on our behalf), for operational reasons, but wherever possible will seek to avoid this.

## **17. Damages to property, and fines**

**17.1.** The Signatory is responsible for the cost of any breakages, loss or damage caused by the Student to the premises in which the Student is being taught or is living. Breakages, loss or damage in shared areas are considered the joint responsibility of the Students in occupation, and will be recovered as such, unless an individual Student admits personal responsibility (or we/the College believe it is a particular individual on the balance of probabilities).

**17.2.** The College may impose a reasonable penalty or fine for other forms of misconduct such as contravening health & safety regulations. Please refer to the Student Handbook for further information.

**17.3.** Neither we nor the College accept responsibility or liability for the Student's personal property, and the Student is advised not to bring high value items or any large volumes of money and to take out personal insurance to cover any loss or damage to personal property which may occur while the Student is at the College.

## **18. Data protection**

**18.1.** CGS are registered with the UK Information Commissioner's Office as the data controller and will ensure that the College will at all times comply with the applicable data protection legislation including the UK and European Union General Data Protection Regulation (GDPR) and Data Protection Act 2018.

**18.2.** We will process such personal data:

- as set out in the Privacy Notice which is available on the website at <https://www.catscolleges.com/privacy-statement.htm> (and as it may be amended from time to time)
- in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

- to perform our obligations under this Contract, and where otherwise reasonably necessary for our or the College's purposes, including those in clause 20 if relevant.

**18.3.** If information we hold or circumstances relating to the Student or Parent changes during the period of the Contract, we must be updated immediately. This includes contact information, medical information and immigration information

**18.4.** Confidentiality- which we must protect at all costs. We treat client confidentiality with the utmost importance and in most cases the information and documentation you provide to us is confidential. However, there are occasions where we may be obliged to disclose it, for example:

- where we are required to disclose it by law;
- the information becomes public without any breach of confidentiality by us; or
- where we are required to disclose it by any regulatory or legal authorities, in which case, we will endeavour to give you as much advance notice as possible of any such required disclosure

**18.5.** Your privacy is important to us and you should know what we are doing with the personal information we hold about you.

**18.6.** Information about how we look after and process your personal information can be found at <https://www.catscolleges.com/privacy-statement.htm>

**18.7.** We may need to pass your personal information to third parties to assist us in the performance of the services we are providing to you. Some of these may be located outside the UK and European Union. Otherwise we will not pass your personal information to third parties (other than entities controlled by CGS or entities otherwise related to CGS) unless you have asked us to or we have notified you in advance.

## **19. Complaints**

Complaints will be addressed by the College on our behalf in accordance with the College's Complaints Policy, which can be located on the College's website at [www.csvpa.com/policies](http://www.csvpa.com/policies).

## **20. Delivering programmes in partnership with others**

**20.1.** Some of the programmes offered by the College are delivered in partnership with others, including courses which are validated by Falmouth University.

**20.2.** Additional terms and conditions apply to Falmouth University courses, which are available from the College upon request and are also on the partner institutions website at: [www.falmouth.ac.uk/student-regulations/collaborative-provision](http://www.falmouth.ac.uk/student-regulations/collaborative-provision). These include important provisions on the academic regulations which apply to such courses, the process for academic appeals, and additional policies and procedures which apply to those courses. If you will be studying a course validated by Falmouth University, please read those terms and conditions before accepting a place at the College as those terms and conditions are incorporated by reference into this Contract and so must be complied with as a condition of this Contract.

**20.3.** Where our programmes are delivered in partnership with others, we or the College may share information about Students who study on courses delivered in partnership with those partners, as set out in the additional terms and conditions referred to in clause 20.2

and/or in the College's Privacy Policy at [www.csvpa.com/privacy-policy](http://www.csvpa.com/privacy-policy).

## **21. Transfer of this contract**

**21.1.** We may make changes to the College (including changes to the legal entity that owns and runs the College) or we may amalgamate the College with another legal entity. In order to do this, we may transfer the business of the College to another person or organisation. We may transfer our rights and obligations under this Contract in connection with any such transfer and/or amalgamation. In each case, we will provide notification if we plan to do this and we will ensure that the transfer will not affect existing rights under this Contract.

**21.2.** The Student (and the Signatory if different) may not transfer their rights or obligations under this Contract to anyone else.

## **22. Events outside of our, or the Student's control**

**22.1.** An event outside of our, the College's or the Student's control is any event beyond either the Student's reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this clause 22 we shall refer to these as an "event".

**22.2.** If an event beyond our control arises which prevents or delays our performance of our obligations (or the College's performance of any of the obligations on our behalf) under this Contract, either we or the College on our behalf will give notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that we have acted reasonably and prudently to prevent and/or minimise the effect of the event, neither we nor the College will be responsible for not performing those obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, we and/or the College shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

**22.3.** If either we, or the College on our behalf, is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, we (or the College on our behalf) shall provide notification of the steps we and/or the College plan to take to ensure performance of the Contract after such period and the Signatory shall then, following receipt of such notice, be entitled to end this Contract on written notice to us and without giving a term's notice or paying fees in lieu of notice.

**22.4.** Subject to clause 10.6, if the Student is unable to attend (or is likely not to be able to attend) the College due to reasons caused by an event the College shall be notified in writing of such circumstances and the following provisions shall apply:

- in consultation and cooperation with the College the Student (and the Signatory if different) shall do everything they reasonably can to minimise the impact of the event in order to continue to perform their obligations under this Contract in any way that is



reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

- in circumstances where, following the efforts made and steps taken, the Student remains unable to participate and benefit from any level of provision of education by the College then the Student (and the Signatory if different) shall not be responsible for failing to perform their obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- if the event continues to prevent the Student from attending the College or being able to participate and benefit from any level of provision of education by the College for more than six (6) months we shall discuss a solution by which this Contract may be performed and, following such discussions, the Signatory shall be entitled to cancel the Contract on written notice to us and without giving a term's notice or paying a term's fees in lieu of notice.

### **23. Enforcement**

If we choose not to enforce any part of this Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this Contract. And, if we cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.

### **24. Communications with the College**

**24.1.** When this contract requires the Signatory or us (or the College on our behalf) to give notice of something to the other then, unless we agree otherwise, this must be done in writing.

**24.2.** We will use the contact details held by us or the College to contact the Student or Parents (or nominated representative). Communications (including notices) will be sent by the College at the address(es) shown in our records or using other contact details included in our records. Please notify the College of any change of address(es) or other contact details. Neither we nor the College is liable for issues occurring from a failure to update contact details.

**24.3.** If the contact preferences (as stated on the Acceptance Form) change, the Signatory must notify the college in writing via [studentservices@csvpa.com](mailto:studentservices@csvpa.com).

**24.4.** All notices that the Signatory is required to give to us under these Terms and Conditions shall, unless we have stated otherwise in these Terms and Conditions, be sent to the College (on our behalf) and must be in writing addressed to the Rector of the College via [studentservices@csvpa.com](mailto:studentservices@csvpa.com) (once the Student has arrived) or via [admissions@csvpa.com](mailto:admissions@csvpa.com) (prior to arrival), or to the College's address by first or second class post.

**24.5.** In light of the importance under this Contract of serving certain notices on or before a particular deadline (and the consequences that follow if this is not done) we recommend that if notice under these Terms and Conditions is provided then the person providing such notice telephone the College to confirm receipt if an acknowledgement from us has not been received within three working days of sending the notice.

## **25. Liability & Jurisdiction**

**25.1.** While the Student remains at the College, we (and the College on our behalf) will exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during the teaching day or when the Student is otherwise under the College's supervision. We cannot accept any responsibility for the welfare of the Student while off the College's premises unless he or she is taking part in a College activity or otherwise under the supervision of a member of College staff. The College shall not be liable for either death or personal injury suffered by any Student except as may arise through the negligence of the us or the College or where we or the College is otherwise at fault.

**25.2.** The contract between us is governed by English Law and legal proceedings in respect of this contract must be brought in the English courts.

## **26. Changes to these Terms and Conditions**

**26.1.** We may change or add to these Terms and Conditions from time to time for legal or other substantive reasons or in order to assist the proper delivery of education at the College.

**26.2.** The College will provide reasonable notice of any such modifications before the changes are to take effect.