

Circomedia

Higher Education

Student Contract Terms and Conditions

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Introduction

This Student Contract sets out the terms and conditions that will regulate your contractual relationship with Circomedia. Please ensure that you read this document carefully before accepting your offer.

All additional documents, policies, and procedures referenced can be accessed [here](#). If you are a Bath Spa University student, then your contract will be with the University primarily although you still have contractual rights and responsibilities to Circomedia as laid out here.

Our Contract with you

The terms and conditions set out in this contract together with the content of your offer letter, form the basis of our contract with you. Your contract will become binding at the point at which you accept your offer for the course. If you have applied through UCAS, this will be when you enter your acceptance on UCAS Track. If you have applied directly to Circomedia, the point of acceptance will be the date when your acceptance is received.

Conditions of Contract

Your offer is made on the assumption that you have provided Circomedia with all relevant and accurate information about yourself for your application to be considered fully and fairly. Should it subsequently come to light that you have withheld or misrepresented any material information, that you have made any false statements during the application and selection process, or that you are unable

to provide full documentary evidence of your qualifications when you start the course, Circomedia reserves the right to revoke your offer.

Similarly, should information come to light following your enrolment, which Circomedia determines (under any of Circomedia policies and procedures) would make you unsuitable or unable to continue on the course, Circomedia reserves the right to revoke your enrolment as a student. This applies to applicants with both conditional and unconditional offers.

If you have received a conditional offer, this is made subject to the conditions specified in your offer letter. You have until the date specified in your offer letter to provide evidence of meeting your conditions. Circomedia may choose to extend this deadline in light of mitigating circumstances. Applications for consideration of Ex circumstances should be submitted to the Courses Manager via the mitigating circumstances policy.

Failure to meet the offer conditions, where applicable, within the required timeframe will result in the revocation of the offer. Where possible and appropriate, Circomedia may offer an alternative course, such as a vocational programme, to applicants who have not met their offer conditions.

All applicants are asked at the point of application to declare whether they have any criminal convictions. For courses where a DBS is not a mandatory element of the entry requirements, the decision whether to make an offer is made without reference to any declaration regarding criminal convictions. However, a separate process will be undertaken to identify whether an individual's convictions make them ineligible to enrol as a student. Circomedia will only make offers to applicants where it has been determined that their conviction does not pose a significant risk to staff or students. Failure to declare information about a conviction or pending court case or supplying untrue or inaccurate information about a conviction or pending court case, may lead to your offer of a place, or enrolment on the course, being withdrawn at any time.

All Higher Education courses at Circomedia feature entirely compulsory modules which may comprise some options within the modules. Where optional elements are offered, the availability of such modules is subject to demand by the student body and the availability of appropriate staff and resources to deliver the module successfully.

All students should ensure that they have the right to study in the UK before accepting their offer. All applicants are advised to check their eligibility for "Home" fee status by visiting www.ukcisa.org.uk.

Circomedia offers prescribed Higher Education (HE) qualifications, at Levels 4 to 6, in partnership with an awarding body, Bath Spa University. The qualifications awarded are supported and regulated by the our partner University's academic regulations, supplemented by the [policies and procedures of Circomedia](#). For all accredited courses, course fees are set by Bath Spa University and all teaching and assessment is the responsibility of Circomedia. External verification and annual monitoring of each programme is conducted by Bath Spa University.

Bath Spa University

<https://www.bathspa.ac.uk/about-us/governance/policies/>

If you wish to enrol onto an HE course at Circomedia you will be bound by the Terms and Conditions of Circomedia *and* the relevant awarding body for your chosen course of study. During your induction period you will be provided with a copy of a Programme Handbook, which is tailored to your programme.

[Assessment Regulations](#) can be found on the Circomedia Website and Circomedia's virtual learning

(VLE), Teams. It is your responsibility to familiarise yourself with the content of your Handbook and the Assessment Regulations and raise any queries with your Personal Tutor.

All students are required to abide by the Code of Conduct and Discipline [Policy](#) which will be provided at information days as well as at enrolment when it will be further explained.

Cancellation Rights

You have consumer rights when entering into a contract with us.

You may cancel this contract within 14 days by giving us notice of your intention to cancel. The start date of your contract is the date you enrol on the course.

If you have applied via UCAS, you can withdraw your acceptance by logging in to UCAS Track and amending your reply. Whether you have applied directly to Circomedia or via UCAS, you should contact the Admissions Team by post, email, or telephone, stating your reason for cancellation.

Access to the Learning Support Service

Circomedia makes every effort to make reasonable adjustments for students with disabilities or specific learning needs. On rare occasions, however, and after an appropriate assessment, it may not be possible to make adjustments to the extent that would support the student to study. Applicants with disabilities should ensure that they engage with the Admissions Office at the earliest opportunity. Any applicant choosing to declare a disability or specific learning need on their application form, or at any point during the application process, will be referred to the Student Support Officer.

It is your responsibility to ensure that, where a disability or specific learning need (or its effects on you where the disability or learning need is pre-existing) does not manifest itself until after enrolment, you must engage with the Student Support Officer as soon as possible thereafter. Failure to do so may reduce the support that is available, as well as potentially jeopardising your academic progress.

Disability Student Allowance (DSA)

You can apply for a DSA if you are on a full-time or part-time undergraduate course (for example a degree) and have a disability, mental health condition or Specific Learning Difficulty which affects your ability to study.

You cannot receive DSA if you are already receiving support equivalent to a DSA from another funding provider, are an EU or international student, or are a student on a full-year placement.

If you are physically disabled, blind, partially sighted, deaf, hard of hearing or have a medical or mental-health condition, you will need to provide medical evidence such as a letter from your doctor or specialist.

If you have a SpLD such as Dyslexia, you will need to provide evidence in the form of a diagnostic assessment carried out by a registered psychologist or specialist teacher who holds a practising certificate. If this was carried out prior to your 16th birthday, it will need to be updated. There may be a cost to you for any testing that needs to be carried out.

For more information on how to apply for a DSA, please visit www.yourdsa.com

The Academy Team may refer applicants and students for a dyslexia assessment where required, but

applicants/students are required to arrange and pay in full for the assessments.

Circomedia does not have a bursary fund available to subsidise the cost of assessments for SpLD.

Payment of Fees

As a prospective student, you should be aware that you are responsible for ensuring that payment is available for your tuition and registration fees, any additional costs related to your course, and living costs throughout your programme of study. The Academy Team are available to provide information, advice and guidance to those seeking help with assessing their eligibility for financial assistance and making student finance applications.

Fees are payable to Bath Spa University and their [Fees Policy](#) applies to all students following the FdA, BA or MA programmes of study.

UK/EU Students

Annual course fees are payable at the point of enrolment, which takes place at the start of the academic session. Fees are payable to Bath Spa University and their [Fees Policy](#) applies to all students following the FdA, BA or MA programmes of study.

It is your responsibility to notify Circomedia of any material change in your circumstances that may affect your fee status or eligibility for financial support.

Circomedia can take no responsibility for the funding decisions of any third party funders that may affect your ability to access funds for the payment of fees, bursaries or similar, including where such decisions have been made after you have enrolled on a programme of study.

Non-payment of fees

Continued attendance on a course of study is dependent upon payment of fees. Non-payment of fees or failure to agree acceptable terms of payment will result in:

- (i) examination certificates not being released; and/or
- (ii) physical access to the course being denied; and/or
- (iii) access to work placements (forming part of the course programme) being prevented; and/or
 - (i) requests for certificates of attendance and references being refused; and/or
 - (ii) access to Graduation Ceremonies being denied.

Unpaid fees will be referred to a debt collection agency for recovery. Students or their sponsor will be responsible for any additional costs incurred by Circomedia.

Early Withdrawal/Leaving the Programme

If you wish to leave your course prior to completion of the full programme of study, you should speak to your Personal Tutor or Course Leader in the first instance. You should also seek advice regarding any possible financial implications of withdrawal.

If you choose to terminate your studies prematurely, you may be awarded an intermediate award - such as a Certificate or Diploma of Higher Education where this is approved and where you qualify for it. A transcript detailing all credits achieved will be provided.

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If you choose to terminate your studies prematurely, without accruing sufficient credits to achieve an intermediate award at any level, you will be provided with a transcript detailing all credits achieved from the awarding body.

Your right to resume your studies at a later date is dictated by the academic regulations of your programme.

If you choose to withdraw from your programme, you will remain liable for any outstanding fees incurred in the current academic year.

Compulsory Termination of Contract

There may be instances where it is necessary to ask, or insist, that a student leaves their programme of study, therefore terminating the student's contract with Circomedia. Such circumstances may include, but are not limited to, the following:

- (iii) Academic failure, where the option of repeating the failed module(s) has been exhausted.
- (iv) Academic failure resulting from academic offences.
- (v) Actual, or risk, of failure due to ill health. This can include prevention of further detriment to the student's health.
- (vi) Exclusion from the programme due to unprofessional conduct on placement or in College.
- (vii) Exclusion from the programme due to failure to meet professional standards and expectations as set by Professional, Statutory and Regulatory Bodies (PSRBs) or Professional Advisory Bodies (PABs).
- (viii) Exclusion from Circomedia due to failure to pay fees.
- (ix) Exclusion from Circomedia due to a breach of the Student Code of Conduct.

If you feel that you have been withdrawn from your programme unfairly, you may have the right to appeal under the [Appeals](#) Procedure.

Use of Your Personal Data

You will be issued with a Data Protection Statement upon enrolling on to your chosen course. This statement will provide information about the use of your personal data and how it is shared. Please note that Circomedia is required to share information with the following:

- Funding and statistical agencies, such as the OfS, HESA and the Student Loans Company.
- Awarding bodies, i.e. Bath Spa University, UCAS
- The Police if required by law or where a criminal conviction is declared.

Your personal information will be shared with the awarding University linked to your course of study.

In the final year of your programme you will be asked to take part in the **National Student Survey**.

This is a government-sponsored survey that seeks the views and opinions of students on various aspects of their programme of study. You will be contacted directly by the survey company, IpsosMori, and asked for your views by telephone or email.

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Fifteen months after you complete your programme of study you will be contacted by a survey company to ask what you have been doing since you left Circomedia. This is called the Graduates Outcomes Survey. The government and other bodies are interested in the impact that studying at a Higher Education level has on former students' lives e.g. their employment prospects, promotion at work, the salary they earn with an HE qualification.

The results of the surveys mentioned above will be reported anonymously, you and your responses will remain confidential. Circomedia hopes that you will participate fully in these two surveys as your views are important to us. The feedback you provide will help Circomedia to improve the quality of its HE courses and support services.

Circomedia co-operates fully with UK government requirements for the monitoring and control of non-UK citizens who enter the UK for the purpose of study. Such co-operation includes the disclosure of information within the law about individual students concerning their status, mode of study, attendance and contact details.

Circomedia complies fully with the [Data Protection Act 1998](#) and [General Data Protection Regulations](#) (GDPR) from May 2018.

Variation of Terms and Conditions

Circomedia will take all reasonable steps to provide the programme and services as described in our prospectus and on our website. However, in some circumstances Circomedia may be unable to deliver the programmes or facilities as described.

Course closures

Occasionally it may be necessary to close a course, for example due to low numbers that may then impact the student experience. Circomedia does not take this decision lightly and will at all times put the interests of the student at the heart of its decision-making.

A course may be closed if a re/validation with an awarding body is not successful. If this is the case, applicants will be informed at the earliest opportunity. Circomedia appreciates that course closures are very distressing for learners and their families. Circomedia will endeavour to offer an alternative course or find a suitable programme with an alternative provider. If this is not possible, or you do not wish to accept the alternative course, you are entitled to withdraw your application. In the event of such a withdrawal, Circomedia will issue refunds for any fees paid. In certain cases the Bath Spa University [Student Support Plan will apply](#).

Changes to the programme of study

Programmes delivered in partnership with our franchise University partner have to be revalidated every three to five years. This provides Circomedia with an opportunity to update the modules and ensure that the programme still meets the needs of students, industry and labour market. This can result in changes to the title of the award, the structure of the available modules e.g. whether

modules are mandatory or optional, and the content of the available modules.

The availability of programme pathways may also be determined by demand from the student body. Where a programme offers two or more distinct pathways, it may only be possible to offer all pathways if there is sufficient demand.

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If a CENTRE FOR CONTEMPORARY CIRCUS AND PHYSICAL THEATRE programme of study is altered after the offer has been accepted, but prior to your enrolment on the programme, you will be given the option of withdrawing your acceptance and terminating the student contract. Notification of changes will be provided in writing via a letter sent by the Admissions office.

Tuition and other fees

All fees are set and due annually, payment plans are also agreed yearly. Current students receive notification of fees annually in their enrolment letter.

Your tuition fee will remain the same for all years of study provided you do not change mode of study, transfer to an alternative course or suspend your studies for a period of time that would affect your entitlement to be regarded as a continuing student.

Your Rights

You have rights as a consumer. Your right to cancel your contract with Circomedia is explained in section 4, above. The conditions of being able to withdraw from your programme early, or suspend your studies, are outlined in section 8.

If you wish to appeal an admissions decision, or make a complaint about an admissions process or pre-application information, please consult the complaints policy and submit a complaint requesting that the admissions decision be reviewed.

If you are not satisfied with your experience as a student of Circomedia, and you have exhausted Circomedia's [Complaints Procedure](#), you have the right to take your grievance to Bath Spa University and if they cannot resolve the matter you may go to the Office of the Independent Adjudicator (OIA). Further information can be found at www.oiahe.org.uk. Please be aware that complaints from prospective students do not fall under the remit of the OIA.

Independent advice regarding your rights as a consumer can be obtained from the Competition & Markets Authority (CMA) [here](#).