

RADA

Royal Academy of Dramatic Art

Terms and Conditions 2024-25

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1. Introduction

- 1.1. This document contains important information about your agreement with the Royal Academy of Dramatic Art (RADA). You should read this carefully before you accept a place (the **Terms and Conditions**).
- 1.2. We explain below the basis upon RADA will provide your Course, and the obligations which you have both as an applicant and a student. The Terms and Conditions create obligations that are legally binding both on you and on RADA. If you accept an offer to study at RADA, these Terms and Conditions will form your agreement with us.
- 1.3. We may have rules and regulations that are different from other institutions. You are embarking on a professional training course and these rules and regulations are part of the framework that will support you in understanding the theatre world in which we operate. Please ensure that you have also read the [Student Code of Conduct](#), sent alongside these terms and conditions.
- 1.4. All of our higher education qualifications are validated by King's College London. By accepting a place offer, you agree to abide by our regulations, policies and procedures, and those established by King's which are applicable to your studies with us, as summarised in this document.
- 1.5. Please contact admissions@rada.ac.uk for clarification if there is anything in this document that you do not understand.
- 1.6. Please note that these Terms and Conditions apply to all RADA Higher Education programmes (undergraduate and postgraduate taught).

2. Definitions

- 2.1. In this document, "you" and "your" means the applicant or student; "we", "us" and "our" mean RADA.
- 2.2. The term 'course' is used to refer to the full programme of training, study and assessment which you will undertake in pursuit of a higher education award. Please note that elsewhere, including within King's College London the term 'programme' may be used instead of 'course' but will refer to the same thing.

3. The Contract

- 3.1. If you are offered and accept a place with us, a contract is formed with you (not any third party)
- 3.2. The terms of this contract include (but are not limited to) the following conditions, and your acceptance of a place is expressly subject to them. You will be required to meet stated conditions of [enrolment](#), including the following:
 - a. That you have a confirmed acceptance from us in response to your application and that you meet all conditions of entry

- b. That you produce proof of identity and documentary evidence that you meet the entry requirements for the course or programme and that you meet any requirements set by the immigration authorities
 - c. You pay the fees and any additional charges prescribed for your course or programme in accordance with the [Fees Policy](#)
- 3.3. You will also be required, as a condition of enrolment, to abide by:
- a. Our [Academic Regulations and Policies](#) as devolved to us on behalf of King's College, London (the validating university). An electronic copy of our current regulations will be sent to you with any offer of a place.
 - b. Our [Admissions Policy](#)
 - c. Summary information about the course, which is available on each of the course pages <https://www.rada.ac.uk/courses/>
 - d. [Fees Policy](#) - the fees policy is posted alongside these Terms & Conditions; and
 - e. all other rules, regulations and policies which we make for our students from time to time, or which are established by King's and which are applicable to your studies with us, which will be published on our student intranet (SharePoint) and about which you will be notified in each case, as from time to time in force and/or updated in accordance with [condition 9.8](#) ("Other changes to the contract").
- 3.4. In the event of a conflict between a provision in these terms and conditions, and the other documents forming part of the Contract, and the terms and conditions of King's College, London (which apply to your studies), the terms and conditions of King's shall take precedence.

4. Application and Admission

4.1. Application

- 4.1.1. Your offer will be conditional or unconditional. If your Offer is conditional, we will set out the conditions in your offer letter which you will need to fulfil in order to be admitted onto your course. If you have not fulfilled the conditions of your Offer before the date notified to you in your offer (or any other date notified to you), we reserve the right to withdraw your offer.
- 4.1.2. You must also comply with enrolment conditions, including any conditions relating to your fees, and are required to enrol at the start of your course and the start of each subsequent academic year as set out in your introductory information and offer pack.
- 4.1.3. If you do not enrol/re-enrol, using the registration form, you must provide us with an acceptable reason for your non-enrolment or you may not be entitled to

enrol for that year of study (or any future year of study) and your relationship with us and this contract shall be terminated.

4.2. Deferral

4.2.1. We do not normally permit students to defer the offer of a place for enrolment in a later year of study. Failure to enrol at the start of your course in accordance with condition 3.2 will result your relationship with us and this contract being terminated, and you will need to reapply from the start to be considered for a place to study with us in a future year.

4.2.2. We are eligible to sponsor a student visa for those students coming to study here from outside the UK and we have measures in place to ensure that we comply with our obligations to the UK Government in relation to immigration. Where relevant, you are required to comply with any terms and conditions applicable to international students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements.

4.3. Visa requirements

4.3.1. All students registered with us must have the right to study in the UK throughout their course, regardless of which country they are from. You will need to provide original evidence of your right to study in the UK during the registration and enrolment process.

4.3.2. We are required by law to verify that you have immigration permission to study in the UK. If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status confirming that you have the right to study in the UK at the point of registration. The acceptable original evidence of your valid immigration status is typically an endorsement in a passport, an immigration officer's stamp obtained at the UK border, a Biometric Residence Permit (BRP) or an entirely digital status (i.e. no physical documentation).

4.3.3. You will be required to provide your contact details (including UK address, home telephone number and/or mobile telephone number) and update them annually, at a minimum.

4.3.4. If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have the right to study throughout your course. You are required to provide evidence of this at the start of each academic year.

4.3.5. If you hold limited permission to remain which is due to expire during your course, you will be required to demonstrate to us that you have obtained further permission to remain or, where relevant, Indefinite Leave to Remain. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your course or withdraw you from your course.

4.3.6. If you need a student visa to undertake your studies with us, subject to our assessment, we may issue you with a Confirmation of Acceptance for Studies (CAS) but we are under no legal obligation to do so.

4.3.7. If you require a student visa to study with us, it is your responsibility to obtain the appropriate visa prior to starting your course. By agreeing to these terms and conditions, you also agree to abide by the terms and conditions of your visa throughout your course. Failure to abide by the conditions of stay may lead to us withdrawing sponsorship for your visa. More information can be found on the [Government Visa and Immigration website](#). The terms of your visa take precedence over these and King's terms and conditions to the extent that there is any inconsistency between them.

4.3.8. Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.

4.3.9. Where a student route visa holder takes a leave of absence (interruption), then their visa will be cancelled in accordance with UK government requirements. Student route visa holders will be required to obtain a new visa, at their own expense, before returning to us following their period of interruption.

4.4. Disabled applicants and students

4.4.1. We are committed to providing an inclusive and accessible environment for its diverse community. We encourage disabled applicants and students to discuss any potential support needs at the earliest opportunity to ensure that any reasonable adjustments are implemented in a timely manner.

4.4.2. We recommend that you access the information [here](#) about support services at RADA and contact admissions@rada.ac.uk for further information, including linking with relevant contacts, as appropriate.

4.5. Criminal offences

4.5.1. You must tell us if you are convicted of 'relevant criminal offences' at any time whilst you are a student. Details of what amounts to a relevant criminal offence may differ according to the course you are studying. Further details are available in our [Disclosure of Criminal Convictions Policy](#)

5. Student Obligations

5.1. Your obligations:

- a) Comply with these terms and conditions
- b) Comply with RADA's [Academic Regulations and Policies and Procedures \(such as the Student Code of Conduct and the Fees Policy\)](#) and the relevant King's Regulations
- c) Maintain and evidence an immigration status that entitled you to undertake your course
- d) Fulfil the academic requirements of your course including but not limited to:
 - i. Meeting assessment deadlines, including attendance requirements for continuous and practical assessment.

- ii. Being responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by us for the use of resources and facilities as set out in our Student Code of Conduct and the Student Handbook.

5.2. Enrolment

5.2.1. To begin study on your Course, you must:

- a) complete the registration form prior to the first induction date as specified in your Call to the Academy email.
- b) attend the induction sessions as specified on the induction timetable
- c) have paid any amounts that are due (as outlined in the terms of your offer)
- d) have supplied specific identity documents as set out in the terms of your offer

5.2.2. If you do not complete the registration form or attend the scheduled induction sessions, without prior alternative arrangements being agreed, we reserve the right to withdraw you from your course (without liability)

5.2.3. Students who are not enrolled cannot attend classes or participate in assessments for any modules.

5.2.4. You must also enrol for each subsequent year of your Course

6. Fees and Costs

This section sets out key conditions relating to tuition fees and other course related costs.

6.1. Tuition fees

6.1.1. You should consult our [Fees Policy](#) for full information on tuition fees and tuition fee debts.

6.1.2. The amount of your tuition fees will vary depending on whether your fee status is classified as 'Home' or 'Overseas'. Your fee status is assessed as at the first day of your Course.

6.1.3. Tuition fees include course materials, learning resources and assessment costs.

6.1.4. The amount of your tuition fees are set out in your offer letter. It is your responsibility to make arrangements to pay your fees in accordance with the payment terms in our Fees Policy and these terms and conditions.

6.1.5. Note that fees stated in the offer letter are only applicable for the initial year of study. For courses of more than one year, the fee for subsequent will be as stated in that year's schedule of fees. This may be different to the fee charged for the previous year.

6.1.6. Tuition fees are set, reviewed and published by us on an annual basis

6.2. Additional costs

- 6.2.1. You are responsible for your own living expenses, travel and accommodation costs.
- 6.2.2. Additional costs that will be incurred on your Course, for example practice and work clothes, yoga mats, kit, and some tools as well as books, scripts or technical equipment, will have been detailed in your offer letter and the relevant course documents.

6.3. Deposits

- 6.3.1. The amount of any deposit you must pay and the date for payment are set out in your offer letter
- 6.3.2. Your deposit will be deducted from the first years' fee that you are due to pay
- 6.3.3. Deposits are non-refundable except where:
 - a) you cancel your acceptance of a place within the cancellation period ([see condition 8](#))
 - b) you are an international student and unable to obtain a student visa necessary to study on the course and we are satisfied that you took all reasonable steps to ensure you obtained your visa prior to commencing your course and that the failure to obtain the visa was not your fault; or
 - c) your application or offer is withdrawn by us in accordance with [condition 4.1.1](#)

6.4. Funding via the Student Loans Company

- 6.4.1. If you are receiving a tuition fee loan from the Student Loans Company, it is your responsibility to provide us with a copy of the University or College Payment Advice sheet. Any balance of fees not covered by such funding will be invoiced to you and payable within **14 days** from the date of the invoice.
- 6.4.2. It is your responsibility to ensure that you apply to the Student Loans Company for undergraduate funding on an annual basis.
- 6.4.3. If you receive postgraduate funding directly from the Student Loans Company, you are responsible for making payments to us directly.
- 6.4.4. If we have not received the Student Finance confirmation by **30 November** then you must proceed as a self-paying student and make the first payment immediately unless you are already in discussion with RADA regarding your Student Finance. If you require assistance with a Student Finance issue, please ensure that you contact admissions@rada.ac.uk so that we can advise you on the best course of action. Failure to engage with us could lead to your withdrawal from the programme.

6.5. Self-funded students

- 6.5.1. The full course fee for each year becomes payable on enrolment and at re-enrolment each year, although students may pay in three equal instalments due on the first day of each term in accordance with the published [term dates](#).

- 6.5.2. If you wish to pay in more than three instalments, this request must be put **in writing** to admissions@rada.ac.uk and approved by the Deputy Registrar (Admissions and Student Services) and the Head of Finance
- 6.5.3. It is your responsibility to ensure that course and other fees and charges payable to us are paid in accordance with any agreed instalment plan. If someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment of the sums due until we have received cleared funds.
- 6.5.4. Late or non-payment may result in your removal from any instalment plan for course fees.
- 6.5.5. You are advised, at the earliest opportunity, to inform us of any variation to your situation which may affect the payment of course fees.
- 6.5.6. We reserve the right to prevent students from enrolling on courses until this first instalment is paid in full

6.6. Making Payment

- 6.6.1. The Finance team will send an invoice via email prior to the start of the academic year. This will be sent to the applicant email registered with us, unless we are advised otherwise. You may opt to pay in three instalments as outlined in Section 6.5 but should note that reminders will not be sent prior to the subsequent payment due dates.

Payment should be made via bank transfer to the account below:

Bank:

NatWest Bank

Account name: ROYAL ACADEMY OF DRAMATIC ART

Account number: 33973822

Sort Code/ Bank Alias: 56-00-31

Account BIC: NWBKGB2L

IBAN: GB02NWBK56003133973822

RADA Address registered on the account:

62-64 Gower Street

London

WC1E 6ED

- 6.6.2. You should use your name as a reference, where possible, in order for us to track payment.
- 6.6.3. We no longer accept payment via cash or cheque

6.7. Non-payment or late payment of tuition fees

- 6.7.1. If you do not pay course fees in accordance with these terms, we will send you a written notification requesting you make payment within 14 days. If you

fail to pay by the date specified in the written notification, one or more of the following may happen:

- a) You may be prohibited from using library or computing facilities
- b) You may be prohibited from attending classes
- c) You may be suspended
- d) You may not be allowed to graduate
- e) Your results may be withheld
- f) We may not issue your degree certificate

6.7.2. A student who is suspended under Section 6.7.1 above may have their registration cancelled after 14 days written notice. You will have an opportunity to discuss any unpaid charges with a member of the Finance Department.

6.7.3. A student who withdraws or interrupts from their Course during the academic year may be charged pro rata tuition fees to the date of withdrawal or interruption.

6.7.4. We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies.

6.7.5. We reserve the right to charge interest on unpaid fees if we are required to issue court proceedings to recover any unpaid fees. Debt collection fees may also be recovered from you, and an administration fee of £25 may be charged in respect of card chargebacks.

6.8. Outstanding debts to the Academy

6.8.1. If you have outstanding debts to the Academy for example library fines, overpayment of bursary/per diem or payments for tools, we will send you a written notification requesting you make payment within 14 days. If you fail to pay by the date specified in the written notification, one or more of the following may happen:

- a) You may be prohibited from using library facilities
- b) You may be prohibited from accessing IT services
- c) We may withdraw access to Hardship funding
- d) We may refuse requests for confirmation of study letters

6.9. Tuition fee variations

6.9.1. Details of your tuition fees in the first year of your study will be set out in your offer letter. We reserve the right to increase your tuition fees each year, reflecting the changes in costs of delivering your course, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew facilities (for example, buildings, IT and library facilities) and inflation. We therefore reserve the right to increase tuition fees annually to recognise these changes

6.9.2. Tuition fee increases for Home (UK) undergraduate students are subject to regulatory control ('fee cap') by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the

same amount of tuition fees as Home fee status students.

6.9.3. For students paying Home (UK) undergraduate fees, the course fees confirmed in your offer letter may be increased in further years of study by an inflationary amount determined in accordance with measures set by Government (currently the Office for Budget Responsibility forecast for RPI-X, being the retail price index, excluding mortgage interest payments). Any such increased fees will not exceed the fee cap current in respect of the relevant period.

6.9.4. For other (non-UK) undergraduate students and all postgraduate students, the course fee paid in your first year of study may be increased in subsequent years, but this increase shall be in accordance with the CPI, being the Consumer Price Index.

6.9.5. If your studies are interrupted or suspended for any reason, the fees when you begin or resume your studies may have increased, on the basis set out above.

7. Our Cancellation Rights

- 7.1. Subject to us complying with the Academic Regulations and Policies and Procedures we may cancel the contract at any time with immediate effect by giving you written notice if:
- 7.2. You have failed to meet the conditions of your offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your Course (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form)
- 7.3. You do not pay your tuition fees, within 60 days of us notifying you that your tuition fees are outstanding
- 7.4. we lose our right for the purposes of relevant legislation or regulatory requirements to provide your course to you;
- 7.5. You have failed to meet the requirements of your Course or fail to make sufficient academic progress, as set out in your Course Information or the Academic Regulations or Policies and Procedures (including, without limitation, in respect of your attendance or academic results);
- 7.6. You are found guilty of a serious breach of the Academic Regulations and/or our Policies and Procedures at a disciplinary hearing;
- 7.7. You break the contract in any material way for example, failure to abide by health and safety requirements, serious cases of non-approved absence, or serious breach of the Student Code of Conduct.
- 7.8. You do not meet your obligations under a student visa or you no longer have immigration permission to study in the United Kingdom.
- 7.9. If you are suspended from participation on your Course, You may be excluded from attending classes, rehearsals or production work using our facilities or services,

submitting assessments or proceeding to any degree, diploma or other award of King's at our reasonable discretion.

7.10. If the contract has been terminated (for any reason), you will no longer be entitled to attend classes, rehearsals or production work, use our facilities or services, submit assessments, or proceed to any degree, diploma or other award of King's.

8. Your Cancellation Rights and Withdrawal

8.1. You have the right to cancel the Contract and your acceptance of a place with us for any reason during a 14-day cancellation period (the "Cancellation Period"), which will start on the day You accept an Offer from RADA.

8.2. To cancel the contract, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by contacting the admissions office admissions@rada.ac.uk

8.3. If you cancel the contract within the Cancellation Period, we will reimburse any tuition fee including any deposit received from you as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement (except for any exchange rate differences).

8.4. If you withdraw from your course after the Cancellation Period has expired, we will not refund payments received from you.

8.5. If you interrupt or withdraw from your Course, your fees will be revised based on the number of weeks you have attended your course. Undergraduate fees are based on 36 weeks' worth of attendance. Further details about the tuition fees You have incurred will be calculated in accordance with the process set out in our [Fees Policy](#).

8.6. Where you withdraw from your course and you are funded by the Student Loans Company, the fees that you have incurred for an academic year which has not ended will be calculated in accordance with the Student Loans Company guidelines.

8.7. On termination of the contract and your enrolment, you must return your door pass and any other property owned by RADA to the Registrar or their nominee.

8.8. Interruption of studies

8.8.1. You may be permitted to interrupt your studies, with permission from us in accordance with our [Interruption of Studies and Formal Withdrawal Policy](#).

8.8.2. We may, on occasion and in line with our Fitness to Train policy and the relevant Regulations of King's require you to suspend your studies if it determines that you are not able for any reason to participate in the course.

8.8.3. During the interruption of your studies, we may make adjustments to your course, in line with the terms outlined in condition 9.6. You will be consulted as soon as we are aware that changes may affect your course.

8.8.4. If your enrolment is interrupted or terminated for whatever reason, this may affect any bursary or scholarship awarded to you.

9. Our obligations to you

Our obligations to you are to:

- 9.1. Provide you with the tuition, pastoral and learning support associated with your course with reasonable care and skill;
- 9.2. Subject to conditions 9.6 and 9.7, deliver your course as described on the website and summary course document for the duration of the course; and
- 9.3. Ensure that you are assessed in line with the relevant Regulations of King's including any Academic Regulations which King's devolves to us.

9.4. Changes to Academic Regulations, Policies and Procedures

- 9.4.1. During your course, we may update and replace our Academic Regulations, and Policies and Procedures from time to time in order to ensure that we operate efficiently for students and meet relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the Academic Regulations, and Policies and Procedures will be appropriately notified to students via email or the website. Such changes will not affect the content of your course (see Section 9.6 for provisions concerning changes to Courses).
- 9.4.2. Any changes made under section 9.4 will normally come into effect at the start of the next academic year. We will take all reasonable steps to minimise disruption to students wherever reasonably possible.
- 9.4.3. The updated Academic Regulations, and Policies and Procedures will be made available on the RADA website and SharePoint so that students are made aware of any changes.

9.5. Choice within your course

- 9.5.1. Subject to condition 9.9 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 9.4, we will deliver courses as set out in the course summary referred to in condition 3.3.
- 9.5.2. The majority of our curriculum on all programmes is mandatory but there is some scope for student selection, especially in the technical theatre arts courses. While staff will always attempt to accommodate student preference, it might not always be possible for students to receive their top choices, for example in technical rotations. Where this is the case, we will not be in breach of the contract.

9.6. Changes to Courses

- 9.6.1. If we reasonably consider it to be necessary, we may make reasonable changes to the content, syllabus, mode of delivery and/or timetable of courses set out in the prospectus and course summary document which:

- a) are not material to the overall learning outcomes of the course (for example, moving the timing of a particular module or project within the year, or a change in the staff delivering the module or project);
 - b) will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
 - c) are caused by matters outside our control (as set out in condition 9.9); and/or
 - d) are in order to comply with changes in the law and/or the instructions of our regulators (such as the Office for Students), a validating university, and/or professional body.
- 9.6.2. We may discontinue, suspend and/or not provide courses if there are insufficient numbers of student enrolments to make a course viable and/or for any reason outside our control (as set out in condition 9.9).
- 9.6.3. Where changes are to be made to courses which are not significant, we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change).
- 9.6.4. If we sponsor you under a student visa and course changes may have an impact on your sponsorship, we will provide you with further information. If you then wish to change your course, you should speak to us before taking any action.
- 9.6.5. We are committed to providing appropriately qualified staff to teach our programmes, but we cannot commit to ensuring that any individual will teach on any given programme. Where these members of staff leave RADA, take leave or are otherwise become unavailable to teach then they will be replaced by either existing or new staff appointed by us.

9.7. In the unlikely event that we change a course significantly:

- 9.7.1. We will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your studies (if you are affected by the change);
- 9.7.2. you will be entitled to withdraw from the course by informing us of this intention;
- 9.7.3. If you withdraw from the course, we may (if reasonable to do so), refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro-rata basis); and
- 9.7.4. where reasonably practicable, we will offer you a place on a course which we deem a suitable alternative.
- 9.7.5. In the unlikely event that we discontinue, suspend and/or does not provide a course:
- 9.7.6. we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any

disruption to your studies (if you are affected by the change);

9.7.7. we will refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro-rata basis); and

9.7.8. Where reasonably practicable, we will offer you a place on a course which we deem is a suitable alternative.

9.8. Other changes to the contract

9.8.1. We may from time to time revise the terms and conditions of the contract including the rules, regulations, policies and procedures referred to in these terms and conditions:

9.8.2. in circumstances where we reasonably consider this to be necessary for the enhancement of our provision in the best interests of students and/or for the appropriate management of its resources and/or its student community; and/or

9.8.3. in circumstances which are caused by matters outside our control (as set out in condition 9.9); and/or

9.8.4. in circumstances which reflect changes in relevant laws; and/ or

9.8.5. in the event of changes to the requirements of us by our regulators (eg the Office for Students) and/or professional bodies; and/or

9.8.6. in the event of changes in our validation arrangements with King's.

9.8.7. Where changes are made to the terms and conditions of the contract under condition 9.4 we will undertake (where necessary) suitable consultation with students and (where necessary) take all reasonable steps to communicate and explain these changes to you with as much notice as possible.

9.9. Events outside our control

9.9.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control.

9.9.2. An event outside our control means any act or event beyond our reasonable control, including without limitation:

- strikes, lock-outs or other industrial action or disputes (whether involving our workforce or any other party);
- acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;
- war (whether declared or not) or threat or preparation for war;
- riot, civil commotion, invasion;
- an actual, suspected or threatened act of terrorism;

- fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;
- national emergencies;
- breakdown of plant or machinery;
- default of suppliers and/or sub-contractors; or
- failure of public or private telecommunications networks.

9.9.3. If an event outside our control takes place that affects the performance of our obligations under the contract:

- we will contact you as soon as reasonably possible to notify you; and
- our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of services to you, we will resume the services as soon as reasonably possible after the event outside our control is over.

9.10. Limitation of our liability to you

9.10.1. Nothing in these Terms and Conditions will limit or exclude our liability:-

- for death or personal injury arising from our own negligence; or
- for fraud or fraudulent misrepresentation; or
- in respect of any other liabilities which may not be lawfully excluded or restricted.

9.10.2. We shall not be liable and expressly exclude liability for:-

- damage to, theft and/or loss of your personal property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by our negligence;
- for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of RADA;
- financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities;
- loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, or any other policy, procedure or regulation, if such loss would not have arisen had the procedural requirement been met;
- any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under these Terms and Conditions, if such

failure or delay is due to any event beyond our reasonable control; and

- any losses which were not foreseeable to you and us when this Contract was formed and that were not caused by any breach on our part.
- Subject to Sections 9.6.1 and 9.6.2, our aggregate liability to you under this contract is limited to the total amount of tuition fees paid by you in respect of your course.

10. Risk of Injury

- 10.1. We aim to provide a well-maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, we understand and comply with our legal obligations to act reasonably to safeguard the health and safety of its students.
- 10.2. Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the [Student Code of Conduct](#) and the [Health and Safety Policy](#). You are required to take care for your own safety and for the safety of those around you, and to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained.
- 10.3. You should be aware, however, that our courses and assessments are physically demanding. In addition, the skills we teach include, by their very nature, involve elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. Health care can be obtained free of charge from the NHS but waiting times for treatment are unpredictable and may result in disruption to and interruption of your studies. Long periods of absence may result in you being unable to complete the course. We are able to offer some support through practitioners such as physiotherapy or voice specialists, but sustained or lengthy treatment cannot be guaranteed.

11. Complaints

- 11.1. If you have a complaint about an admissions decision or an aspect of the admissions process, please follow our [Admissions Appeals and Complaints Procedure](#).
- 11.2. Once you have registered as a student, if you have a complaint about us, please follow the Complaints Procedure in the Academic Regulations. Our Complaints Procedure also outlines the roles and responsibilities of us and King's in relation to your complaint.
- 11.3. If you are not satisfied with the final decision regarding that complaint, you may be able to make a complaint to the [Office of the Independent Adjudicator for Higher Education](#).

12. Safeguarding

- 12.1. We do not permit students under the age of 18 to join our higher education courses but we are mindful of our duties under the Safeguarding Vulnerable Groups Act 2006 and Care Act 2014, and shall comply with its obligations under our [Safeguarding Policy](#).

13. Intellectual Property

- 13.1. Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trademarks, rights in designs, rights in computer software, database rights and other intellectual property rights developed by you during your course.
- 13.2. If you are studying for an undergraduate or taught postgraduate degree, unless agreed otherwise, you shall own any intellectual property you generate and provide to us during your course.

14. Data Protection

- 14.1. We collect, hold and process “personal data” (which may include “sensitive personal data” as defined by the Data Protection Act 2018 or “special category personal data” as defined by the General Data Protection Regulation) about applicants and students of ours which is provided to us by you (or which is otherwise received from third parties) for our own, separate purpose(s), in accordance with our [Data Processing Statement](#).
- 14.2. This personal information is generally processed for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies, including to the regulator (the Office for Students) and agencies of UK Government (eg as a condition of leave to remain in the UK).
- 14.3. Please note that by providing your personal information to us as your Data Controller, you are providing your consent to the processing of that personal information by that Controller where, in accordance with the relevant Data Processing Statement and any other information and/or consent form(s) provided to you from time to time, that is the basis for lawful processing of your personal information.

15. General

- 15.1. On your first enrolment, you will be allocated a RADA email account. All email communications will be sent to that account and you are expected to use that account for all communications with us. You are expected to check your RADA email account regularly. Any communication sent to you, by us, to your RADA email account will be regarded as properly sent and received by you.
- 15.2. The Contract constitutes the entire agreement between you and us in relation to its subject matter.
- 15.3. These Terms and Conditions are governed by and construed in accordance with English Law. The English Courts have non-exclusive jurisdiction to deal with any dispute arising out of or in connection with them.
- 15.4. If you have any questions about the contract or any of these terms and conditions, please contact admissions@rada.ac.uk

16. Contract Agreement (Student declaration and signature)

Ensure you have read and understood the Terms and Conditions set out in this document before signing below.

To confirm your place please sign and return this contract to: RADA Admissions Team admissions@rada.ac.uk

To cancel the contract please notify admissions@rada.ac.uk within 14 days of signing this declaration.

I, the undersigned, agree to the terms and conditions set out in this contract.

Name of student:

Address of student:

Signature of student:

Date:

Policy Updated	October 2023
Document Approved by	
Date Approved	
Version	7.0
Review Date	June 2024

Appendix 1: Model Cancellation Form

To: RADA Admissions Department, RADA, 62-64 Gower Street, London, WC1E 6ED or email admissions@rada.ac.uk

I give notice that I cancel my student contract for the following course:

Name of student:

Address of student:

Date:

Signature of student: (only if this form is notified on paper)