

## Short courses terms and conditions

### 1. These terms

- 1.1 Please ensure you have read and understood these Terms and Conditions before you enter into a contract with RADA. If you have any queries about these Terms and Conditions and require further information, please contact [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk). When you pay for a short course with us, you agree to these Terms and Conditions.
- 1.2 We are the Royal Academy of Dramatic Art which is a royal charter company with company number RC000437 whose registered office address is at 62-64 Gower Street, London, WC1E 6ED. You can contact us by telephoning our Short Courses team at +44 (0)20 7636 7076 or by writing to us at [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk) or RADA, 62-64 Gower Street, London, WC1E 6ED.
- 1.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your information / application form.
- 1.4 Your attention is drawn in particular to the following sections
  - 1.4.1 Section 4 – Your Obligations to Us
  - 1.4.2 Section 8 – Termination
  - 1.4.3 Section 9 – RADA's Right to Suspend / Terminate

### 2. Definitions

- 2.1 In this document, “you” and “your” means the course participant; “we”, “us” and “our” means RADA. The term “course” is used to refer to the full programme of training.
- 2.2 These terms apply to RADA Short Courses and will be present on the webpage of any course they are applicable to.
- 2.3 These terms may have changed since you last reviewed them. We strongly recommend that you check back each time you apply or book a course with us to see what, if any changes, we have made. Please note, if your application for a short course is accepted and you book a short course with us, you will be bound by the version of these terms that was available/current at the time you booked the course.
- 2.4 By agreeing to these terms and conditions you also agree to abide by RADA's policies, procedures and regulations, as outlined within this document. In the event of a conflict between these terms and conditions and other regulations, these terms and conditions take precedence.

### 3. Your contract with RADA

- 3.1 A contract will come into existence between you and us upon the terms of these Terms and Conditions after we have confirmed your place on the course in writing, and you have paid for the course in full and have received an email from us confirming receipt of payment, and such contract will continue until the end date of the short course, unless it is:
  - 3.1.1 Cancelled by you in accordance with the cancellation provisions at section 7;
  - 3.1.2 Terminated by you in accordance with the termination provisions at section 8; or
  - 3.1.3 Terminated by RADA in accordance with the termination provisions at section 9 below.
- 3.2 Before entering into this contract, you should read the contents of the relevant course webpage and ensure that the content of the course will meet your needs, that you meet the Entry Requirements and that you have access to the necessary equipment and materials.
- 3.3 The contract is governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

### 4. Your obligations to us

- 4.1 You are always required to behave courteously and respectfully towards other students and members of teaching and non-teaching staff, including visiting professionals, and towards other visitors to RADA in line with RADA's Respect at RADA policy.
- 4.2 You are further obliged to:
  - 4.2.1 Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by RADA for the use of resources and facilities, as provided in your course induction and/or pre-arrival materials.
  - 4.2.2 Participate actively in your training, including meeting our rules around attendance, which do not generally allow for absence other than in exceptional circumstances, and do nothing that will hinder or interfere with the training of other students.

- 4.2.3 Adhere to the Short Courses Rules and Regulations (and integrated RADA policies) in section 20.

## 5. Our obligations to you

- 5.1 Our obligations are to:
  - 5.1.1 Provide you with the tuition and learning support associated with your course with reasonable care and skill;
  - 5.1.2 Subject to section 15, deliver your course as described on the website for the dates and duration confirmed by us when we accept your booking in accordance with section 3.

## 6. Fees and payment

- 6.1 Fees are listed on the course webpage.
- 6.2 All fees are in GBP. If you are paying in a different currency, you are responsible for ensuring that you cover any related bank fees and charges.
- 6.3 Your place is not confirmed on the course until we have received your fees in full.
- 6.4 RADA reserves the right to withdraw any offer of a place if outstanding fees have not been paid by any given deadline.

## 7. Cooling off period

- 7.1 Under Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you have booked your course online, by mail order or over the telephone, you may cancel your contract with RADA within 14 days of entering into a contract with us in accordance with section 3 (“Cooling-off Period”).
- 7.2 In this case, you will be entitled to a full refund. A request for cancellation must be emailed to us at [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk) by providing your name, address, details of the course you have booked (including the date of booking) and your email address and phone number. Alternatively, you can fill in the cancellation form.
- 7.3 If the course has not started within the 14-day Cooling-off Period, we will refund you the full amount of the course fees within 14 days of receiving your cancellation request.
- 7.4 If the course has begun during the 14-day Cooling-off Period, we will refund you the amount of the course fees less our reasonable fees for delivering the course before receipt of your cancellation request. We will arrange the refund within 14 days of receiving your cancellation request.

## 8. Termination

- 8.1 We may ask you to pay a deposit to confirm your offer of a place on a course. If this is the case, it will be specified in your offer letter.
- 8.2 Subject to the Cooling-off Period provisions above:
  - 8.2.1 if you provide us with written notice to cancel your booking and terminate this contract up to and including 21 days before the start date of the course, we will refund you the amount of the course fees less our administration costs for processing your cancellation. Written notice of cancellation must be sent to [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk);
  - 8.2.2 if you provide us with written notice to cancel your booking and terminate this contract fewer than 21 days before the start date of the course, we will refund you the amount of the course fees less our administration costs for processing your cancellation and, in the event that we have not been able to fill your place on the course, less an amount representing the reasonable profit we would have made from delivering the course to you. Written notice of cancellation must be sent to [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk).
- 8.3 Once a course has started, you may withdraw from the course after the Cooling-off Period by notifying us in writing at [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk) of your decision to withdraw from the course and the following provisions shall apply:
  - 8.3.1 we will consider a request for a full refund of the course fees you have paid less our administration costs for processing your withdrawal from the course only in exceptional circumstances, such as serious illness or death of a close family member. In such case, if we ask you, you must submit satisfactory third-party evidence of the circumstances; or
  - 8.3.2 in all other circumstances, we will refund you the amount of the course fees less our fees for delivering the course up to the date of receiving your withdrawal request and less our administration costs for processing your withdrawal from the course. In the event that we are not able to fill your place on the course, in addition to the above deductions we will also deduct from the amount of the course fees an amount representing the reasonable profit we would have made from delivering the

course to you had you not withdrawn from the course.

- 8.4 RADA can reclaim any losses, overdue fees, or any other costs that it is entitled to recover under these terms from the person who has entered into the contract.
- 8.5 Where a refund is due, we will refund to the original method of payment, in GBP. We are not responsible for any changes in rates of exchange.

## 9. RADA's right to suspend / terminate

- 9.1 We may suspend or end your contract for these reasons:
  - 9.1.1 You breach the terms and conditions of this contract, and associated policies, procedures, and regulations,
  - 9.1.2 You provide inaccurate, incomplete, or misleading information on the registration form,
  - 9.1.3 You do not provide the required documentation for registration at RADA, see section 10.
- 9.2 If your contract is suspended or ended for any of the reasons above, a pro rata refund will be issued, refunding you for the part of the course you have not yet undertaken, considering RADA's costs for the provision of the course up to the termination date and deducting RADA's costs for dealing with the termination resulting from your breaches and/or non-compliance.

## 10. Registration

- 10.1 You will be required to register at RADA on the first day of an in-person course, or the first in-person day of a blended course.
- 10.2 You will not be permitted to join a course unless you have evidenced that you have the right to study in the UK. RADA is unable to sponsor Student Route Visas for Short Courses.
- 10.3 You will be asked to provide an emergency contact for use in line with our Emergency Contact Procedure.

## 11. Non-attendance

- 11.1 Failure to attend classes does not entitle participants to refunds, extra tuition or a transfer.

## 12. Online short courses

- 12.1 Our online short courses take place on Zoom. Students will be issued with RADA's Zoom guidelines ahead of the course, but RADA are not responsible for ensuring that students are suitably

competent with Zoom.

- 12.2 RADA can take no responsibility for technical problems that students may encounter arising outside of our control. We are unable to provide any technical advice beyond the guidelines that we issue but we will endeavour to assist you with any technical problems as much as we can.

## 13. Course changes, discontinuance, suspension and non-provision

- 13.1 RADA reserves the right to withdraw its courses if the minimum number of students has not been met one week before the course is due to start. In this case we will refund your fees.
- 13.2 Please note that in the event of cancellation, RADA can accept no liability for any costs you may already have incurred; and we strongly recommend you purchase insurance cover for any travel or accommodation booked before the start of the course.
- 13.3 RADA reserves the right to make changes to any aspect of the course to ensure that it complies with any applicable laws or regulations.
- 13.4 If we are not able to run a session, we will make reasonable effort to reschedule the session, or extend remaining sessions to cover the lost time.
- 13.5 In the unlikely event that we change a course significantly we will;
  - 13.5.1 take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your course (if you are affected by the change);
  - 13.5.2 allow you to withdraw from the course and terminate the contract when you inform us of this intention in writing - by emailing [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk) with your name, course name and request to withdraw. Or by completing the cancellation form.
  - 13.5.3 on your withdrawal from the course, (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
  - 13.5.4 where reasonably practicable, offer you a place on a course which we deem a suitable alternative.

## 14. Changes to these terms and conditions

- 14.1 We may from time to time revise these terms and conditions including the rules, regulations, policies, and procedures referred to in these terms and conditions:

14.1.1 in circumstances where we reasonably consider this to be necessary for the enhancement of our provision in the best interests of participants and/or for the appropriate management of our resources; and/or

14.1.2 in circumstances which reflect changes in relevant laws.

14.2 Where changes are made to these terms and conditions, we will take all reasonable steps to communicate and explain these changes to you with as much notice as possible.

## 15. Events outside our control

15.1 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.

15.2 “An event outside our control” means any act or event beyond our reasonable control, including without limitation:

15.2.1 strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);

15.2.2 acts of God, pandemic, epidemic, quarantine, or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;

15.2.3 war (whether declared or not) or threat or preparation for war;

15.2.4 riot, civil commotion, invasion;

15.2.5 an actual, suspected or threatened act of terrorism;

15.2.6 fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;

15.2.7 national emergencies;

15.2.8 breakdown of plant or machinery;

15.2.9 default of suppliers and/or sub-contractors; or

15.2.10 failure of public or private telecommunications networks.

15.3 If an “event outside our control” takes place that affects the performance of our obligations under the contract, we will notify you as soon as is reasonably possible and will take steps to minimise the effect of the delay; 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.

15.4 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 or resolved.

15.5 Where this is not possible, we will provide a pro rata refund for the portion of the course that has been lost.

## 16. Liability

16.1 We are responsible for losses you suffer caused by us breaching this contract which are “foreseeable” (meaning it is obvious that it will happen or at the time our contract with you was made, both you and we know it might happen).

16.2 But we are not responsible to you for any loss that is:

16.2.1 Unexpected – it was not obvious that it would happen and nothing you said to us before we entered into the contract meant we should have expected it (so, in the law, the loss was “unforeseeable”).

16.2.2 Caused by a delaying event outside our control, as long as we have taken the steps identified in section 15.

16.2.3 Avoidable – something you could have avoided by taking reasonable action.

16.2.4 A business loss – we are supplying the course to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3 RADA does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to our provision of the courses.

## 17. Risk of injury

17.1 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 our students.

17.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the Health and Safety

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guidelines issued during your course induction and throughout the course.

- 17.3 You are required to ensure your own safety and 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.

## 18. Credit

- 18.1 RADA Short Courses do not carry any academic credit.
- 18.2 Certificates are awarded for courses where this is specified on the webpage, and to students who had no unexcused absences or lateness and operated within the obligations laid out in this contract per section 4.

## 19. Complaints

- 19.1 Complaints can be made by emailing [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk).

## 20. Short courses rules and regulations

- 20.1 Breaches of these Rules and Regulations and all associated policies will result in RADA suspending or ending your contract, in line with section 9.
- 20.2 Sanctions will be considered in line with the guidance in RADA's Student Code of Conduct (which is not directly applicable to Short Courses participants) and could result in RADA terminating this contract in line with section 9.

### 20.3 General

- 20.3.1 Decisions made by RADA regarding the selection of instructors, the allocation of students to study groups, the material for that study and any roles allocated are made entirely at RADA's discretion.
- 20.3.2 Persons not officially enrolled on the course, nor authorised by the Director of Short Courses, Head of Short Courses Training or Head of Short Courses Administration, are not permitted to sit in on classes, rehearsals, or presentations – online or in-person.

### 20.4 Attendance

- 20.4.1 100% commitment, punctuality and full attendance is required of students.
- 20.4.2 It is essential to get written authorisation of any absence or lateness from the Short Courses team by emailing [shortcourses@rada.ac.uk](mailto:shortcourses@rada.ac.uk) with as much notice as possible – including in the email your name, course name, and reason for absence.

- 20.4.3 If a student is late for an in person or online class, they will not be permitted to join that class, or any other classes for the rest of the day.

- 20.4.4 If a student is not feeling well enough to come to morning classes then they are asked to not to come in the afternoon but rather rest and recover.

### 20.5 Photography

- 20.5.1 The unauthorised use of any kind of recording device – video or audio - is strictly prohibited on RADA premises.
- 20.5.2 It is not permitted to take photographs in sessions. If you do take photos around the RADA premises, then these must be for your own private use, and not to be published publicly. You must protect the privacy of other participants.
- 20.5.3 In exceptional circumstances, photography, video, or audio recording may be authorised by the Director of Short Courses, the Head of Short Courses Training or the Head of Short Courses Administration, but this will always be done in line with proper permissions.
- 20.5.4 It is prohibited for participants to photograph, audio record or video record any online or in person sessions.

### 20.6 Behaviour

- 20.6.1 You must have consideration and respect for everyone, in line with our Zero Tolerance Statement.
- 20.6.2 Participants on RADA Short Courses are required to work in line with the Respect at RADA policy.
- 20.6.3 Participants are required to develop and sustain mutually respectful professional relationships with RADA staff and students and abide by the Student Staff Relationship Policy.
- 20.6.4 Participants must respect RADA property and other people's belongings.
- 20.6.5 Only eat, drink or smoke in designated areas.
- 20.6.6 Gambling is forbidden on RADA premises.
- 20.6.7 The taking of, or dealing in, 'recreational' or illegal drugs and substances is forbidden on RADA premises, as is being under the influence of non-prescribed drugs.
- 20.6.8 Consumption of alcohol or being under the influence of alcohol is forbidden during teaching hours.

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20.6.9 Students should observe the standard practices of professional theatre in relation to rehearsals and the handling and use of any costume, props and/or other stage materials.

20.6.10 The downloading of inappropriate material or the misuse of the Internet on RADA premises is forbidden.

## 20.7 Appearance

20.7.1 All students are required to wear appropriate clothing to enable full participation in classes.

20.7.2 Students are required to always maintain a professional standard of dress and hygiene.

## 21. Other important terms

21.1 We can transfer our contract with you, so that a different organisation is responsible for supplying the short course(s). We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

21.2 You can only transfer your contract with us to someone else if we agree to this.

21.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

21.4 If a court invalidates some of this contract, the rest will still apply. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or invalid, the remaining paragraphs will remain in full force and effect.

21.5 Even if we delay enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to under this contract, but that doesn't mean we cannot do it later.