

CAMBRIDGE  
SCHOOL OF  
VISUAL &  
PERFORMING  
ARTS

# Terms & Conditions

(Reviewed February 2025)

# Terms & Conditions of Admission & Payment of Fees

This document sets out the terms and conditions for studying on an undergraduate or post-graduate academic programme with us for enrolment or re-enrolment in the 2025/2026 academic year. These terms and conditions apply to you once you have completed all steps outlined in the Acceptance Form included in your Offer Pack (each as defined in section 2 below).

Please note that, where we refer to a “semester” or to something being “semesterly” in these terms and conditions, if you study on a programme that is run on a termly basis, to align with the academic periods applying to these programmes, these references should be read as if they said “term” or “termly” (as applicable).

These terms and conditions may be updated from time to time (please see section 24 for further details).

**It is very important that you review these terms and conditions, including the documents contained or referred to within them, carefully before accepting your offer and re-enrolling each year. There are certain sections that are particularly important for you to read and understand. These are:**

- **Section 1**, which details who we are and who is responsible for providing our programmes;
- **Section 4**, which sets out the consequences of you failing to pay, or delaying in paying, fees due to us;
- **Section 5**, which sets out how we may increase the tuition fees applicable to you on a yearly basis;
- **Section 6 and the Changes Schedule**, which sets out how we may need to make changes to our contract with you;
- **Section 7**, which sets out the possible consequences if you fail to enroll on the programme in person on the start date of your programme;
- **Section 8.1 and 8.2**, which details your legal right to change your mind about a programme for which you have accepted an offer within 14 days from accepting the offer and how you may invoke this right;
- **Section 11**, which sets out various terms that apply if you are an international student requiring a visa to study with us;
- **Section 13.1**, which sets out the consequences of you failing to provide us, and keep us updated, with certain information about you;
- **Section 4**, which provides you with information on why you might be required to withdraw from a programme;
- **Section 22**, which sets out our liability to you; and
- **Section 24**, which sets out how we may make changes to these terms and conditions.

## 1. WHO WE ARE

- 1.1. We are **CAMBRIDGE ARTS AND SCIENCES LIMITED** incorporated and registered in England and Wales with company number 03454690 whose registered office is Units 6 and 7, Old Swiss, 149 Cherry Hinton Road, Cambridge CB1 7BX. When we refer to ourselves in these terms and conditions, we use the terms “**we**”, “**us**” and “**our**”. We provide a wide range of academic programmes for students through our sites in Cambridge.
- 1.2. The **CAMBRIDGE SCHOOL OF VISUAL & PERFORMANCE ARTS**, sometimes abbreviated to CSVPA, which 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 will be providing your undergraduate or post-graduate level academic programme (the “**Programme**”). For the remainder of these terms and conditions, where we refer to the Cambridge School of Visual & Performance Arts, we use the term “**School**”.
- 1.3. **Some of the Programmes provided through the School are accredited by Falmouth University (this means that Falmouth University are responsible for monitoring our provision of the Programme and awarding any qualification you achieve). If your Programme is accredited by Falmouth University, this will be clearly detailed to you at the time you are considering applying and in your Offer Pack.**
- 1.4. Whilst the School is responsible for delivering your Programme on our behalf in accordance with these terms and conditions, these terms and conditions and the contract made once you have completed all steps in the Acceptance Form found in your Offer Pack, is between you and us.
- 1.5. 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 the School, you can do so by email: [studentservices@csvpa.com](mailto:studentservices@csvpa.com) or telephone to: +44 (0) 1223 341328.

## 2. OUR CONTRACT WITH YOU AND HOW IT IS FORMED

- 2.1. To apply for an undergraduate level Programme, you should apply via UCAS unless CSVPA is your only choice in which case you can apply directly to us using the form at [csvpa.com/apply-online](http://csvpa.com/apply-online). To apply for a post-graduate level Programme, an application form must be completed, which can be found at [csvpa.com/apply-online/](http://csvpa.com/apply-online/).
- 2.2. Please note that our application process will require you to disclose any relevant unspent criminal convictions. An unspent criminal conviction is considered “relevant” if it involves one or more of the following: (a) any kind of violence, assault or harassment including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm; (b) offences listed in the Sexual Offences Act 2003; (c) the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking; (d) offences involving firearms; (e) offences involving arson; and (f) offences listed in the Terrorism Act 2006.

We will use any disclosures made to assess, having regard to the specific circumstances disclosed and the Programme applied for, whether you could, or are likely to, pose a significant risk to other students and/or the School's staff if accepted onto the Programme. Where we determine this may be the case, we may reject your application.

- 2.3.** Our application process may also require you (and anyone that may pay your fees on your behalf) to provide us with sufficient information and documents so that we can verify to our satisfaction: (a) your identity (and the identity of any fee payers, where applicable); (b) that you (and any fee payers, where applicable) are not subject to any national or international financial, economic, trade, travel or other similar sanctions imposed by a competent authority; and (c) the legitimate source of funds being used to pay our fees.

If any of the requested information is withheld or if the information is provided but (a) the information and documents do not enable us to identify you and/or fee payers (where applicable); (b) you and/or your fee payers (where applicable) are subject to sanctions or we have not been able to ascertain whether this is the case from the information provided; or (c) in our sole discretion, the information provided does not provide satisfactory evidence regarding the legitimacy of the funds being used to pay our fees, we can reject your application.

- 2.4.** If a suitable place is available on the Programme for which you have applied, we will then send you an offer pack (the "**Offer Pack**"). The Offer Pack will include some additional terms and conditions applicable to our offer to you. It will also provide you with important information regarding:

- the registration fee payable by you to us (the "**Registration Fee**"), which is a sum to help cover the cost incurred by us and the School in administering the admissions process before the offer of a place is made. Details of the current Registration Fees can be found at [csvpa.com/fees](http://csvpa.com/fees);
- the deposit is required to be paid by you to us (a "**Deposit**"). Details of our current Deposit amounts can be found at [csvpa.com/fees](http://csvpa.com/fees). Deposits are refundable to you following your completion of the Programme, subject to section 3.4;
- the tuition fees payable by you to us for the study of your Programme (the "**Tuition Fees**");
- any particular conditions that apply to you, including:
  - whether the offer is conditional upon you meeting certain conditions (for example, achieving particular qualifications and immigration clearance);
  - if you wish to stay in accommodation with the School ("**Accommodation**") during your Programme, details of the accommodation fees applicable to you ("**Accommodation Fees**") and a copy of the residential agreement that sets out the terms and conditions which govern you staying in Accommodation with us ("**Residential Agreement**"); and

- if your Programme is accredited by Falmouth University, details of how this partnership works and any terms and conditions of Falmouth University that you will need to comply with throughout the Programme;
  - a medical questionnaire (please see section 13.1 for further details); and
  - the duration and start date of your Programme.
- 2.5.** The Offer Pack will also contain an acceptance form (the "**Acceptance Form**"), which specifies the steps that you will need to take to accept our offer, which include signing the Acceptance Form and paying to us the Registration Fee and Deposit within the timescales set out in the Acceptance Form. If you do not do this, the offer may no longer be available to you.
- 2.6.** A legally binding contract is formed between you and us from the date when you have taken all the steps set out in the Acceptance Form to accept the offer (this would be following you signing the Acceptance Form and paying to us the Registration Fee and the Deposit (the "**Contract**")).
- 2.7.** **Please note that you have a legal right to change your mind about accepting an offer with us within 14 days of your acceptance of our offer (i.e. within 14 days from the date when you have taken all the steps set out in the Acceptance Form to accept the offer). Please see section 8.1 for further details.**
- 2.8.** Following the Contract being entered into, we will then reserve you a place on the Programme. We will send you a letter to the email address you have provided to us to confirm this to you.
- 2.9.** The Contract between us consists of the following documents:
- these terms and conditions;
  - the Offer Pack and Acceptance Form;
  - the material information relating to your Programme sent to you during the application process;
  - our policies and procedures ("**Policies and Procedures**"). We have a range of Policies and Procedures that set out important rules applying to study, studying and residing in Accommodation (if applicable) with us. It is important that you familiarise yourself with them, as they set out our expectations and what you can expect from us. You can find these our Policies and Procedures at [csvpa.com/policies](http://csvpa.com/policies);
  - if you are on a Programme that is run by the School in partnership with Falmouth University, the additional terms and conditions that apply to such Programme (which include the process for academic appeals and additional policies and procedures that apply to such Programmes), which will be detailed more fully in your Offer Pack; and
  - if you elect to stay in Accommodation during your Programme, the Residential Agreement.

### 3. YOUR PAYMENT REQUIREMENTS FOR THE PROGRAMME AND ACCOMMODATION

3.1. The fees that may be applicable to you are as follows:

- **Registration Fee.** In order to accept our offer, you will need to have first paid the Registration Fee within the timescales set out in the Acceptance Form.
- **Deposit.** In order to accept our offer, you will need to have first paid the Deposit within the timescales set out in the Acceptance Form.
- **Tuition Fees.** By accepting our offer, you commit to paying the Tuition Fees. Your Tuition Fees will be invoiced semesterly in advance by us. Tuition Fees are due at least 14 days before the start of the relevant semester.
- **Accommodation Fees.** If you elect to stay in Accommodation, the Accommodation Fees that are set out in your Offer Pack, which will be payable in accordance with the terms of the Residential Agreement.
- **Additional Costs.** The Tuition Fees and Accommodation Fees (if applicable) do not include any additional costs ("**Additional Costs**"). Details of the costs that are considered Additional Costs are available at: [csvpa.com/fees/additional-fees](http://csvpa.com/fees/additional-fees).

3.2. All of the fees are exclusive of VAT and any other taxes except where specifically stated otherwise. Any additional taxes will be added (where applicable).

3.3. If someone else pays the Registration Fee, Deposit, Tuition Fees, Accommodation Fees (if applicable), Additional Costs or any other cost or expense on your behalf (for example, a sponsor, parent or guardian), you will still be liable to pay the relevant amounts in the event that the person who is due to pay the amount on your behalf does not pay them when due.

3.4. If a Deposit has been paid by you, this cannot be used to pay for any Registration Fee, Tuition Fees, Accommodation Fees (if applicable), Additional Costs or other costs or expenses applicable to you throughout the duration of your Programme. At the end of your Programme (or where you leave your Programme for any other reason), the Deposit will (unless otherwise stated in these terms and conditions) be refunded to you in full provided that you do not owe us any outstanding fees. If you owe us any outstanding fees then we reserve the right to deduct such sums from your Deposit and only return the remaining amount of the Deposit (if any). Please note that if you leave your Programme under any circumstances where these terms and conditions state that the Deposit will not be refunded (e.g. because you have not given us enough notice of you withdrawing from your Programme), this section does not apply to you as you will not be eligible for a refund of your Deposit.

3.5. The Deposit refund process outlined in section 3.4 above will take time. A refund form will be sent to you once you have completed or withdrawn from your Programme (as applicable), 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 originated.

#### 4. WHAT HAPPENS IF YOU DELAY IN PAYING OR FAIL TO PAY FEES DUE TO US

4.1. If you do not pay your Tuition Fees by their due dates, we may apply interest at the rate of 3% per year on late payments. Unless we agree otherwise with you in writing, this interest will accrue on a daily basis from the date the payment was due until the date of actual payment.

4.2. Where a Tuition Fee payment is not received by the due date, we will contact you to let you know and seek to understand any reason for the late payment.

4.3. Where Tuition Fees remain unpaid for over 28 days from the date the payment was due (or if you have a payment plan, if you have failed to make a payment under the payment plan within 14 days of the due date), we can seek to restrict your access to our services (including attending lessons or sitting examinations). These restrictions remain in place until such time that you pay your owing Tuition Fees (or pay all outstanding payments due under a payment plan).

Where you remain in debt to us for Tuition Fees at the end of an academic year of your Programme, unless exceptional circumstances apply, your marks will not be considered by the exam board and we may restrict you from registering for a new academic year until such time that all outstanding Tuition Fees have been paid.

We also reserve the right to terminate the Contract and withdraw you from the Programme where Tuition Fees continue to remain unpaid for more than 14 days following restrictions being put in place due to non-payment.

4.4. Where there is a persistent failure by you to pay Tuition Fees (where we would class "persistent" as late payment of more than 28 days on at least 2 occasions in an academic year) we may, in exceptional circumstances and in the alternative to terminating the Contract with you, require advance payment for future semesters of your Programme as a condition of you remaining on your Programme. We would not require advance payment under this section if you can demonstrate that your Tuition Fees are payable by a third party over which you have no control (for example, Student Finance England), although please note this does not apply where parents, family members or other individuals pay your Tuition Fees on your behalf.

4.5. We will in all cases seek to adopt proportionate approaches to the restrictions that we apply to you as set out in this section for the late payment of Tuition Fees and will review all circumstances surrounding your outstanding Tuition Fee debts before making our decision to apply such restrictions.

4.6. If you elect to stay in Accommodation, please refer to your Residential Agreement regarding the consequences if you fail to pay your Accommodation Fees by their due dates.

4.7. Where any Additional Costs are not paid by their due dates, we may apply late interest at the rate of 3% per year on late payment interest that will accrue on a daily basis from the date the payment was due until the date of actual payment. Where Additional Costs remain unpaid for over 28 days after the due date we may pass any unpaid Additional Costs to a third party debt collection agency.

## 5. HOW WE MAY INCREASE OUR FEES

5.1. We may increase our Tuition Fees annually. Increases will apply from 1<sup>st</sup> September for the upcoming academic year.

5.2. Increases to Tuition Fees will be calculated as follows:

- where you are a domestic student on a Programme for which you can receive Government funding and the Government announces that the tuition fee cap is to increase, we will increase Tuition Fees up to the new maximum tuition fee approved by the Government; or
- where you are a domestic student on a Programme for which Government funding is not eligible, or you are an international student, any increase will be in line with inflation to reflect our increased costs in delivering the Programme. Inflation will be measured in accordance with the Retail Price Index and our Tuition Fees will not increase by more than 7% of the then-current Tuition Fees. Any percentage increase to Tuition Fees shall apply equally to all domestic Programmes that are not eligible for Government funding and Tuition Fees for international students.

5.3. Increases will not apply if payment has already been made in full by the time the adjusted Tuition Fees come into effect.

5.4. We will provide you with at least a full semester's notice of any increase to your Tuition Fees. If you do not wish to accept the increase to the Tuition Fees, we will allow you to withdraw from your Programme for the new academic year without penalty. If you wish to withdraw in this way, please email [studentservices@csvpa.com](mailto:studentservices@csvpa.com).

5.5. If you elect to stay in Accommodation with us, our Accommodation Fees may also be subject to increase. Please refer to your Residential Agreement for further details.

## 6. HOW WE MAY MAKE CHANGES TO OUR CONTRACT WITH YOU

6.1. Please refer to our Changes Schedule at the end of these terms and conditions, as they contain important information about the changes that we may make to the Contract with you, the reasons why the changes might be made, the approach we will usually follow and your rights in the event that you are unhappy with the change. This Schedule includes information about how we may make changes to your Programme. Whilst we do our best to deliver you Programme in accordance with the information provided to you, we may need to make changes to our academic provision from time to time. It is very important that you understand the changes that may be made to the Contract with you before accepting an offer for a Programme.

## 7. WHAT HAPPENS IF YOU ARE LATE TO ENROL IN-PERSON AT THE SCHOOL

7.1. You are expected to make travel arrangements to ensure that you can enrol at the School and begin your Programme from the first day of the semester. You will need to enrol at the School to start your Programme, which will include the School checking your identification documents and providing you with your student ID card.



- 7.2. We may have to defer your entry to a later semester if you do not enrol within 3 weeks from the start date of your Programme without our prior approval. Where we have to defer your entry to a later semester, section 8.7 will apply.
- 7.3. No Tuition Fee or Accommodation Fee (if applicable) reduction or refund will apply if you arrive after your Programme start date for any time that you have missed on your Programme and/or in your Accommodation.

## 8. IF YOU WISH TO CANCEL ENROLMENT ONTO A PROGRAMME (BEFORE THE PROGRAMME STARTS)

### Cancelling your Programme within 14 days of accepting our offer

- 8.1. You have a legal right to change your mind within 14 days of your acceptance of our offer to study on a Programme (i.e. within 14 days from the date when you have taken all the steps set out in the Acceptance Form to accept the offer). This is known as a “cooling off period”. If you change your mind within the cooling off period, you must let us know within the cooling off period by informing the School in writing, either to the Admissions Team at [admissions@csvpa.com](mailto:admissions@csvpa.com) or using the cancellation form available at [csvpa.com/contact](http://csvpa.com/contact).

- 8.2. If you tell us that you have changed your mind within the cooling off period, we will refund you any fees paid (including the Registration Fee and the Deposit, net of bank charges within 20 working days (i.e. Monday to Friday (inclusive), excluding bank holidays in England) of you letting us know. If you start the Programme during the cooling off period, the cooling off period ends from the date upon which you start the Programme.

### Cancelling your Programme more than 14 days before the start date of your Programme (non visa-related)

- 8.3. If you wish to cancel more than 14 days before the start date of your Programme (and the cooling off period no longer applies) for any reason other than being an international student who has been refused a visa (please see section 8.5 for what to do in that circumstance):
- you must provide the School with written notice by email to the Admissions Department at [admissions@csvpa.com](mailto:admissions@csvpa.com);
  - the Registration Fee and the Deposit are forfeited and will not be refunded;
  - no Tuition Fees are or will become payable to us and if you have paid any Tuition Fees in advance, these will be refunded to you; and
  - if you have paid any Accommodation Fees in advance, these will be refunded to you in line with your Residential Agreement.

### Cancelling your Programme 14 days or fewer before the start date of your Programme (non visa-related)

- 8.4. If you wish to cancel 14 days or fewer before the start date of your Programme (and the cooling off period no longer applies) for any reason for any reason other than being an international student who has been refused a visa (please see section 8.5 for what to do in that circumstance):

- you must provide the School with written notice by email to the Admissions Department at [admissions@csvpa.com](mailto:admissions@csvpa.com);
- the Registration Fee and the Deposit are forfeited and will not be refunded;
- you will be required to pay one full semester's Tuition Fees; and
- if you have elected to stay in Accommodation, please refer to your Residential Agreement for further details as to whether any Accommodation Fees are payable.

#### **Cancelling your Programme before the start date of your Programme (visa-related)**

**8.5.** If you need to cancel your Programme before the start date of your Programme (and the cooling off period no longer applies) due to a visa refusal:

- you must provide the School with written notice by email to the Admissions Department at [admissions@csvpa.com](mailto:admissions@csvpa.com), including proof of your visa refusal; and
- depending on the reason for your visa refusal, you may be refunded or charged certain fees. Please refer to the "Where a student receives a Visa refusal" on our webpage [csvpa.com/refunds](http://csvpa.com/refunds) for further information. In normal circumstances (i.e. where a visa is refused for any reason other than (a) fraud (or deemed fraud by UK Visas and Immigration (**UKVI**)) or (b) where you ignore our visa advice or UKVI's requests), a refund of all fees paid in advance, excluding the Registration Fee, will apply. Note that if the reason for the visa refusal is due to our processing errors, your Registration Fee will also be refunded.

#### **Deferring your Programme before the start date of your Programme**

**8.6.** If you accept a place to study on a Programme with us, and you subsequently need to defer your entry, you must provide the School with written notice by email to the Admissions Department at [admissions@csvpa.com](mailto:admissions@csvpa.com).

**8.7.** If you notify us that you need to defer your entry onto the Programme:

- 14 or more days before your Programme is due to start, your Registration Fee and Deposit will be transferred to the next academic year and you will only be liable to pay Tuition Fees in respect of the next academic year at the relevant time; or
- fewer than 14 days before your Programme is due to start, your Registration Fee and Deposit will be transferred to the next academic year however you will be required to pay one full semester's Tuition Fees in lieu of notice (unless we agree otherwise). If you have elected to stay in Accommodation, please refer to your Residential Agreement for further details as to whether any Accommodation Fees are payable.

**8.8.** If you have deferred your entry onto a Programme and you thereafter wish to cancel enrolment onto the Programme before your deferred entry start date, section 8.3 or 8.4 will apply to such cancellation (depending on how much notice you give us before the deferred entry start date of your Programme).

## **9. IF YOU WISH TO WITHDRAW FROM A PROGRAMME ONCE IT HAS STARTED**

- 9.1.** Once your Programme has started, one full semester's notice is required for any withdrawal (other than at the end of your Programme). If you do not provide us with one full semester's notice (or no notice is provided at all), one semester's Tuition Fees in lieu of notice will be charged. The Tuition Fees in lieu of notice will become payable to us as a debt on the first day of the semester that would have been the final semester if the correct notice had been given. If you have elected to stay in Accommodation, please refer to your Residential Agreement for details of the payment of Accommodation Fees in this circumstance. Please note that if you have paid additional Tuition Fees to us in advance which need to be returned to you, we will provide you with a refund of the applicable Tuition Fees.
- 9.2.** If you wish to change your Programme after it has started, you must let the School know, and the School will accept or reject your request based on whether your requested Programme has space and if you meet the entry requirements. Please note that a different course may be subject to different Tuition Fees (and therefore if you change your Programme to another Programme you will be liable for those additional Tuition Fees) and may require a new visa application (and in which case, an Additional Cost will be incurred).
- 9.3.** We are unable to refund or reduce Tuition Fees where you are absent due to illness, injury, other emergency or change in personal circumstances, nor will Tuition Fees be reduced if you withdraw part way through a semester. We therefore strongly advise arranging adequate fee insurance to provide cover in such cases. The School offers its own student insurance in partnership with Howden, please refer to [cvsipa.com/insurance/](http://cvsipa.com/insurance/) for further details of our insurance cover.

## **10. IF YOU WISH TO CANCEL YOUR ACCOMMODATION AGREEMENT OR MAKE CHANGES TO YOUR CATERING OPTION (BEFORE OR AFTER THE PROGRAMME STARTS)**

- 10.1.** If you have elected to stay in Accommodation, please refer to your Residential Agreement for further details on notice periods required for Accommodation cancellations and/or amendments to your catering option, and whether any Accommodation Fees will remain payable in lieu of notice.

## **11. IF YOU REQUIRE A VISA TO STUDY ON A PROGRAMME WITH US, THE FOLLOWING TERMS APPLY**

- 11.1.** If you are an international student, you will need to demonstrate that you have a valid immigration status to undertake study on a Programme. If you cannot demonstrate that you have the right to enter, live and study in the United Kingdom, we may cancel the Contract on written notice and withdraw you from the Programme. If you are withdrawn in this way, you will be liable for one semester's Tuition Fees in lieu of notice. If you elect to stay in Accommodation, please refer to your Residential Agreement for details of what happens to your Accommodation in this circumstance. We will not be responsible for any related or ancillary costs or losses incurred by you. Support may be provided at our discretion in cases of UKVI error.

- 11.2.** No reduction of Tuition Fees will apply to any time missed by you on your Programme due to not having a valid immigration status and the right to enter, live and study in the United Kingdom.
- 11.3.** It is your responsibility to ensure that you comply with the terms of your visa at all times whilst enrolled on the Programme and/or studying at the School.
- 11.4.** If you hold a non-Student-route visa that permits study, you are responsible for ensuring that you maintain your visa status throughout your studies and maintain your right to enter, live and study in the United Kingdom. You are required to inform us immediately of any changes to your immigration status.
- 11.5.** The School is required to withdraw sponsorship of Student-route visas for the following reasons:
- if your visa is refused;
  - failure to enrol on the Programme by the agreed latest arrival date;
  - failure to meet the minimum attendance requirements for your Programme or missing 10 consecutive contact points. You can find more information in our Attendance Policy accessible at <https://www.csvpa.com/policies/>;
  - if you cancel the Programme before the start date;
  - in the circumstances you withdraw from the Programme voluntarily, are withdrawn from the Programme by the School or defer your Programme; and
  - if you complete your Programme in a shorter period than originally planned.
- 11.6.** If you voluntarily withdraw, are withdrawn by us or the School from your Programme or defer your Programme, you must provide documentary evidence to us of your return to your home country (e.g. visa stamp or boarding pass) or of your new education institution (e.g. a new visa) as soon as possible and in any event within 10 days from the date on which you voluntarily withdraw, are withdrawn by us or the School or you defer (as applicable) by email to [studentservices@csvpa.com](mailto:studentservices@csvpa.com).

## **12. SCHOLARSHIP AND BURSARY REQUIREMENTS FOR THE PROGRAMME**

- 12.1.** Scholarship recipients, or those benefitting from any other form of financial discount on their Tuition 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 you have poor attendance, progress or are found guilty of academic and/or personal misconduct during your Programme you may have your scholarship or discount withdrawn (in accordance with the terms upon which the award is made).
- 12.2.** Where it appears likely to the School that a scholarship or discount may be withdrawn, we (or the School on our behalf) will provide you with notification in advance. If within 14 days following the withdrawal of a scholarship or discount you withdraw from the School, no fees in lieu of notice will be payable. This will provide sufficient time to decide whether or not you will stay at the School following the withdrawal of the scholarship or discount.

### 13. PERSONAL HEALTH

- 13.1. It is a condition of you joining and remaining at the School that a medical questionnaire is completed and submitted, which will be provided to you as part of your Offer Pack. The School must be informed of any health or medical condition, special educational need(s), disability, or allergy that you have, whether long-term or short-term. The School must also be provided with any reports or other materials relevant to any health, medical or other issue, if requested. If you arrive at the School with an undeclared pre-existing condition, and such undeclared pre-existing condition, in the School's opinion, significantly affects your ability to undertake the Programme or puts you and/or others at significant risk the School may ask you to (where possible) undergo private medical treatment or psychological support at your expense or, where the School has no other option (for example where you or others are still at significant risk after medical treatment or psychological support or you require medication that is illegal in England), require you to leave the School.
- 13.2. The School must be notified of any changes to health, medical or other relevant information related to you as soon as they occur if such change is likely to significantly impact upon your ability to complete the Programme.
- 13.3. If we or the School believe a health risk is either presented by you to others, or presented to you by others (e.g. due to virus or epidemic), the School may require that you are kept at home and do not attend the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances, the School will try to continue providing education to you remotely during such period.
- 13.4. Please be aware that, for international students, charges for UK National Health Service ("NHS") treatment may apply. If you are an international student, you are strongly advised to obtain adequate insurance whilst on the Programme for all medical care.

### 14. CIRCUMSTANCES IN WHICH YOU CAN BE WITHDRAWN

- 14.1. During the time between accepting an offer and your Programme starting, we can terminate the Contract with you and your application with immediate effect in writing in any one or more of the following circumstances:
- you fail to meet any of the conditions set out in your Offer Pack;
  - we become aware of new and materially significant information which causes us to determine that it is inappropriate for you to study on the Programme. For example, (i) if we determine that you or anyone acting on your behalf has provided us with information that is fraudulent, untrue, inaccurate and/or misleading or (ii) your behaviour during this stage, in our reasonable opinion, pose a significant risk to the health, safety or welfare of yourself or other students or School staff (having first discussed and engaged with you regarding such behaviour); and/or
  - if you are an international student, you fail to provide documents to evidence your immigration status and eligibility to study in the UK or you lose such eligibility to study in the UK.

**14.2.** If we terminate the Contract in accordance with section 14.1 above, you will not be required to pay any Tuition Fees or Accommodation Fees (if applicable) (and any paid in advance will be refunded to you). The Deposit will be refunded although the Registration Fee will be forfeited.

**14.3.** We can withdraw you from your Programme and terminate the Contract with you for the following reasons:

- in accordance with our disciplinary, attendance or fitness to study procedures, which are located at <https://www.csvpa.com/policies>. You must ensure that you are familiar with these procedures and have read and understood them before accepting an offer for your Programme. The details of your right to appeal a decision are outlined in these procedures;
- if you have failed to pay Tuition Fees in accordance with section 4.3;
- in accordance with section 11.2, where you are an international student and you cannot demonstrate, or fail to hold, at any time, a valid immigration status to undertake study on a Programme;
- in accordance with section 13.1; and/or
- we become aware of new and materially significant information which causes us to determine that it is inappropriate for you to study on the Programme. For example if we determine that you or anyone acting on your behalf provided us with information that is fraudulent, untrue, inaccurate and/or misleading in your application or you become subject to an unspent conviction and we determine you could, or are likely to, pose a significant risk to other students and/or the School's staff if you continue on the Programme.

**14.4.** Contract termination on account of non-payment of fees or failure to disclose information or provide accurate information at application, has no recourse to appeal.

**14.5.** If withdrawal is necessary in accordance with section 14.3 above, arrangements will be made for you to leave the School at the earliest opportunity and:

- you will be required to pay one full semester's Tuition Fees in lieu of notice. If you are in Accommodation, your Residential Agreement sets out the position regarding Accommodation Fees in the event you are withdrawn; and
- any expenses incurred by us and/or the School to return your personal property (if left behind) shall become repayable. We will inform you of the estimated costs for returning your personal property before sending it to you. If you do not provide adequate information to enable us to return your property within 2 weeks of being informed of the estimated costs of return or instruct us not to do so, we will be free to dispose of such property as we see fit.

## **15. DAMAGES TO PROPERTY AND FINES**

**15.1.** You are responsible for the cost of any breakages, loss or damage caused you to the School. 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 School believe it is a particular individual on the balance of probabilities).

**15.2.** The School may impose a reasonable penalty or fine for contravening health and safety regulations. Any penalty or fine in this case would not exceed £100 on an individual basis.

**15.3.** Neither we nor the School accept responsibility or liability for your personal property, and you are 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 you are at School. The School offers its own student insurance in partnership with Howden, please refer to [csvpa.com/insurance/](http://csvpa.com/insurance/) for further details of our insurance cover.

## **16. DATA PROTECTION**

**16.1.** We are registered as a data controller with the UK Information Commissioner's Office.

**16.2.** We will process personal data as set out in the CGS Privacy Notice which is available on the School's website or at [catsglobalschools.com/info/privacy-notice](http://catsglobalschools.com/info/privacy-notice) (and as it may be amended from time to time).

**16.3.** If information we hold or circumstances about you changes during the period of the Contract, the School must be updated immediately. This includes contact information, medical information and immigration information.

## **17. HOW TO MAKE A COMPLAINT**

If you wish to make a complaint about us, the School, the Programme or anything else, complaints will be addressed by the School on our behalf and will be dealt with in accordance with the School's Complaints Policy, which can be located at [www.csvpa.com/policies](http://www.csvpa.com/policies).

## **18. TRANSFER OF THE CONTRACT**

**18.1.** We may make changes to the legal entity (i.e. the company) that owns and runs the School or we may amalgamate the legal entity (i.e. the company) of the School with another legal entity. In order to do this, we may transfer the business of the School to another person or organisation. We may transfer our rights and obligations under the Contract in connection with any such transfer and/or amalgamation. In each case, we will notify you if we plan to do this and we will ensure that the transfer will not affect your existing rights under the Contract nor put you in any disadvantaged position as a result.

**18.2.** You may not transfer your rights or obligations under the Contract to anyone else, as it is personal between us and you. A person who is not party to the Contract (such as a third party who is responsible for payment of some or all of your Registration Fee, Deposit, Tuition Fees or Additional Costs does not have any rights under or in connection with the Contract (except for the School, which may exercise any rights conferred on it under the Contract).

## **19. EVENTS OUTSIDE OF OUR CONTROL**

- 19.1.** An event outside of our, or the School's control, is any event beyond our, or the School's, control that us, or the School, could not have foreseen or prevented (even if we had taken reasonable care), as long as we, or the School, have taken reasonable and proportionate steps to mitigate the impact of these events. Such events include 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 section, we refer to these as an **"Event"**.
- 19.2.** If an Event arises which prevents or delays the performance of our obligations, or the School's performance of any of the obligations on our behalf, under the Contract, either we or the School on our behalf will give notice in writing specifying the nature and extent of the circumstances giving rise to the Event. Neither we nor the School 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 School shall try during the continuance of the Event to continue to provide educational services to you (this could be, for example, by providing your Programme to you remotely).
- 19.3.** If either we, or the School on our behalf, are prevented from performing all of our obligations as a result of an Event for a continuous period of more than six (6) months, we, or the School on our behalf, shall provide notification of the steps we and/or the School plan to take to ensure performance of the Contract after such period.
- 19.4.** Upon receipt of a notice by us under section 19.3, you will be entitled to end the Contract immediately upon written notice without penalty and no further Tuition Fees will become payable to us. Your Deposit will be returned to you in accordance with section 3.4.

## **20. OUR ENFORCEMENT OF THE CONTRACT AGAINST YOU**

- 20.1.** If either of us choose not to enforce any part of the Contract, or delay enforcing it, this will not affect either our rights to enforce the same part later (or on a separate occasion) or the rest of the Contract. If either of us cannot enforce any part of the Contract, this will not affect either of our rights to enforce the rest of the Contract.

## **21. COMMUNICATING WITH THE SCHOOL**

- 21.1.** Where the Contract requires you or us, or the School on our behalf, to give notice of something to the other then, unless we agree otherwise, this must be done in writing. Where notices:
- **need to be sent to you or the person paying any fee or expense on your behalf (for example, a sponsor, parent or guardian)**, we will use the contact details held by us or the School to contact you (or such person, as applicable); and
  - **need to be sent to us or the School**, unless we have stated otherwise in a section of these terms and conditions, these must be sent to the School addressed to the Rector of the School via [studentservices@csvpa.com](mailto:studentservices@csvpa.com) (once your Programme has started) or via [admissions@csvpa.com](mailto:admissions@csvpa.com) (prior to your Programme starting) or to the School's address by first or second class post.



- 21.2.** You must notify the School of any change of address(es) or other contact details for you. Neither we nor the School is liable for issues occurring from your failure to update your contact details.
- 21.3.** If your contact preferences (as stated on the Acceptance Form) change, you must notify the School in writing to [studentservices@csvpa.com](mailto:studentservices@csvpa.com).
- 21.4.** In light of the importance under the 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 to us or the School, you should telephone the School to confirm receipt if an acknowledgement from us has not been received within 3 (three) working days (i.e. Monday to Friday (inclusive), excluding bank holidays in England) of sending the notice.

## **22. OUR LIABILITY TO YOU**

- 22.1.** Nothing in the Contract shall limit or exclude our or the School's liability for death or personal injury arising from our own or the School's negligence, or for fraud or fraudulent misrepresentation.
- 22.2.** We will be liable to you for loss or damage that you suffer that is foreseeable as a result of our or the School's breach of the Contract or if we or the School fails to carry out our or the School's obligations under the Contract to a reasonable standard, but not to the extent any such failure is attributable to you or a third party that is not within our control.
- 22.3.** We will not be liable to you for losses or damages that were not foreseeable. Losses and damages are foreseeable if they were an obvious consequence of our or the School's breach of the Contract or if they were contemplated by you and us at the time we entered into the Contract.

## **23. THE LAW AND JURISDICTION THAT GOVERNS THE CONTRACT**

- 23.1.** The Contract between us is governed by English Law and legal proceedings in respect of the Contract must be brought in the English courts. However, if you live in Wales, Scotland or Northern Ireland, you can also bring legal proceedings against us in the courts of the country you live in (and we can claim against you in the courts of the country you live in).

## **24. HOW WE MAY MAKE CHANGES TO THESE TERMS AND CONDITIONS**

- 24.1.** It may be necessary for us to make changes to these terms and conditions for legal reasons (such as to ensure these terms of conditions comply with consumer or other law or comply with the requirements of our regulators, such as the Office for Students), to reflect best practice or in order to assist the proper delivery of Programmes at the School.
- 24.2.** Where changes are made, these will normally be brought into effect at the start of the following academic year. However, in certain circumstances it may be necessary for the changes to be implemented during the course of an academic year. We will provide notice of any changes to the terms and conditions as soon as reasonably practicable before the changes are to take effect.

**24.3.** The changes that we make to our terms and conditions are generally minor in terms of impact to you or will be made in your interest (either protecting your rights further than in previous versions of the terms and conditions and/or to improve the clarity of our terms and conditions so you can better understand them). However, if you feel that you will be negatively impacted by any change, in the first instance you should raise the matter with the School and, if you remain unhappy, you may raise a formal complaint (see section 17 for details on how to do this).

## CHANGES SCHEDULE

### 1. General Changes

We aim to deliver your Programme as described in the Programme information and our policies. However, sometimes we may need to make changes, usually with minimal impact. This Schedule explains when changes might happen, why they occur, how we will inform you, and how we will address any concerns you may have.

We strive to make changes only when necessary to meet our goals or respond to new circumstances. Most changes will benefit students and improve their experience, based on best practices and feedback.

### 2. Changes to Programmes

#### 2.1 Change of Programme Title

Programme title changes are rare and will not normally happen less than three months before the start date of your Programme. If the title changes, we will inform you as soon as possible so you can decide whether to continue with your application or enrolment.

#### 2.2 Changes to Delivery or Assessment Methods

We may update how a Programme is delivered or assessed to improve the learning experience or respond to unexpected events (e.g., moving classes online during a pandemic). Any changes will aim to maintain a similar quality of experience as originally planned.

We will notify you about the reasons for the changes and your options if you're concerned. You can discuss any issues with your Course Leader and, if necessary, follow the Complaints Policy to file a formal complaint.

#### 2.3 Changes to Academic Staff

If a staff member leaves or is temporarily unavailable, we will ensure that qualified staff cover their responsibilities. Although there may be short gaps, we have procedures in place to fill vacancies quickly.

You can discuss any concerns about staff changes with your Course Leader, and if the issue is unresolved, follow the Complaints Policy.

#### 2.4 Changes to Module or Programme Content

Content changes may happen to maintain academic standards or reflect feedback from students, examiners, employers, or research. Such changes will be discussed and approved by our Learning & Teaching Committee and reported to the Academic Board. Once approved, the changes will be listed in the Programme descriptors for the next academic year.

If you have concerns, please speak with your Course Leader or use the Complaints Policy if you wish to file a formal complaint.

#### 2.5 Changes to Module Availability

We aim to offer modules as advertised, but in rare cases, we may need to replace a module due to factors like staff availability or other unforeseen circumstances. If this happens, we will consult with you about alternative options.

If you are concerned, you can discuss the changes with your Course Leader or follow the Complaints Policy a formal complaint.

## **2.6 Oversubscribed Programmes**

In rare cases, if we cannot accommodate all accepted applicants due to limits set by the government or regulatory bodies, we will offer alternatives, such as deferring your place, joining a different Programme, or helping you find a place at another institution.

## **2.7 Programme Closure**

If a Programme must be closed (e.g., due to lack of interest, regulatory changes, or resource issues), we will inform you as soon as possible and try to offer an alternative Programme. We will not close a Programme within 3 months of the start of the academic year, and we will aim to allow you to complete your studies.

For more details, please refer to our Student Protection Plan and Refund and Compensation Policy, which can be found on our website. If you are concerned, please contact Student Services or consider filing a formal complaint in accordance with our Complaints Policy.

## **3. Other Changes**

### **3.1 Re-location of Teaching**

If we need to move your Programme to another part of the campus, we will inform you as soon as possible. If the move is off-campus due to an emergency (e.g., fire or flood), we will notify you immediately.

### **3.2 Campus Closure**

If part of the School campus needs to be closed for operational or safety reasons, we will consult with you if possible. If we must close part or all of the School campus in an emergency, we will follow our business continuity plan, which may include moving classes online or to an alternative location.

If you are directly impacted by such changes, we will assess your situation and may offer compensation.

### **3.3 Changes to Term Dates or Timetable**

We will keep term dates as published, unless exceptional circumstances force a change. If the timetable needs to change (e.g., due to staff availability or teaching relocation), we will notify you and discuss any concerns or options available.

You can contact Student Services or file a formal complaint if needed in accordance with our Complaints Policy.

### **3.4 Changes to Services and Facilities**

We may adjust services and facilities to improve their delivery or for operational reasons. Changes will usually be made after consulting with students.

If you have concerns about any changes, please contact the relevant service or facility, or refer to the Complaints Policy if the issue is not resolved.

### **3.5 Changes to Policies and Procedures**

We may update our Policies and Procedures to ensure they align with legal requirements, best practices or feedback from students and staff. Any significant changes will be communicated to students.

If you feel a change negatively impacts you, please contact Student Services or follow the Complaints Policy to raise a formal complaint.

#### **4. Student Protection Plan and Refunds/Compensation**

We have a Student Protection Plan and a Refund and Compensation Policy, as required by the Office for Students. These documents outline what happens if we cannot ensure continuity of study, including options for transferring to another programme or provider and compensation for any losses.

If you have any questions or concerns about this Schedule, please contact Student Services at [studentservices@csvpa.com](mailto:studentservices@csvpa.com).