

## **Terms and Conditions for Students and Prospective Students**

**2025/26 Academic Year**

### **Introduction**

**You should carefully read these terms and conditions and the documents referred to in part 2 below before you accept our written offer of a place and again before you enrol with us as a student.**

It is not practical for these terms and conditions to include full details of every policy or procedure that may apply to your studies or the services we provide, so there are links that take you to more detail on specific areas. If you find a broken link, please report it to [quality@lcm.ac.uk](mailto:quality@lcm.ac.uk)

**During your time as a student we will use your Leeds Conservatoire email address to communicate with you. Please check your emails regularly to make sure you stay up to date.**

### **The Contract between you and us**

When you accept our offer of a place, you enter into a legally binding contract with us, Leeds Conservatoire part of Luminate Education Group, and must keep to these terms and conditions. These terms and conditions can only be changed if you and we agree to the change in writing.

You can get further copies of these terms and conditions, including alternative formats, from [studentsupport@leedsconservatoire.ac.uk](mailto:studentsupport@leedsconservatoire.ac.uk).

Remember that our official offer of a place is:

- the offer you receive from us through UCAS or UCAS Conservatoires; or
- the official letter we send you (if you applied direct to us).

### **1 Accepting our offer**

1. Your contract with us (the contract) will start as soon as you accept our official offer of a place (our offer).
2. You can cancel the contract at any time within the 14 days immediately after you accept our offer, as explained in condition 10.

### **2 Your general obligations**

1. If you accept our offer, you must keep to the following.
  - The [Student Charter](#),
  - The [Student Guide to Communication and Consultation](#)
  - attend mandatory training sessions where there is a legal requirement to do so;
  - Leeds Conservatoire regulations, rules, policies, procedures and codes of practice (as updated from time to time).
  - The rules and regulations relating to the programme of study and modules we have offered you a place on (your programme), as found in your programme specifications, module specifications, and the [health and safety policy](#).

### 3 Fees, deposits and refunds

1. For all our programmes of study there is a fee (called a tuition fee) for each academic year of study, including any academic year that is repeated with or without you attending, with partial supervision and with or without extenuating circumstances accepted by us.
2. Your tuition fee will depend on your tuition-fee status under the Education (Fees and Awards) (England) Regulations 2007 (as amended). More information on tuition-fee status can be found on the [UK CISA website](#) (UK Council for International Student Affairs).
3. Your tuition fee includes a charge for tuition, registration with our validating Partner The University of Hull, learning materials, examinations, assessments and graduation. Tuition fees are set annually and can be found on our website. They are also set out in our offer to you. Tuition fees, and other fees (for example, resit and repeat-study fees) may arise in future academic years. The cost of field trips and so on is often paid separately. You can find more information on other costs which may apply to your programme in the specification for your chosen programme on our website.
4. When you accept our offer, you confirm that you will give us full and correct information about who will pay your tuition fee.
5. If an external organisation other than the Student Loan Company is sponsoring you (paying your tuition fee), you agree that:
  - we may share your personal information, including your academic progress, with your sponsor, without getting permission from you;
  - you will be responsible for making sure your tuition fee is paid and if your sponsor does not keep to any payment arrangement, any unpaid tuition fees will be transferred to your student-fee account to be paid immediately.
6. If you have not made a suitable arrangement to pay your tuition fee and related charges, or you do not keep to any arrangement you have made, we may restrict your access to Leeds Conservatoire resources, library and computing services. If there are unpaid fees or charges at the end of an academic year, you will normally not be able to enrol for the next academic year until those amounts have been paid or you have agreed a new payment arrangement with us. If you have any unpaid tuition fees or tuition-fee related charges one calendar month before the date of graduation, you will not normally be allowed to graduate.
7. International students (students from outside the UK who do not fall within the scope of schedule 1 of the Education (Fees and Awards) (England) Regulations 2007, as amended from time to time) applying for full-time study should read all sections of the [tuition fee deposit webpage](#)
8. You will not be charged a tuition fee in the following circumstances.
  - If you fail to enrol on your programme after you have firmly accepted an unconditional offer.
  - If you leave (suspend or withdraw from) your programme within the first two weeks after enrolment. If you choose to leave or suspend your programme in your first year more than two weeks after enrolment. The date is calculated from the course start date and includes weekends and bank holidays., including at any time during future academic years, we will recalculate the amount of tuition fee you will be charged, based on the date we are formally told about you

leaving or suspending your studies, but you cannot claim a refund of the tuition fee for the period you were enrolled during that year.

9. We may need to change or withdraw an offer to an international student as a result of changes imposed by the Home Office or any other government agency. In such circumstances, we will take reasonable steps to make sure credits are properly awarded, and may return part of the tuition fee.
10. We may increase your tuition fee each year in line with the Retail Prices Index, or at any time to reflect a change in the law or government requirements.
11. If you are a self-funded student your fees must be paid by yourself or a family member. We don't accept payment of fees from 3rd parties, such as friends and Agents. This is due to the UK Proceeds of Crime Act 2002 (POCA 2002), the Terrorism Act 2000 and the Money Laundering, Terrorist Financing and Transfer of Funds 2017  
As a student you should:
  - understand your responsibilities not to engage with suspicious activities;
  - exercise vigilance;
  - know what to do if you are concerned about activity linked to bank accounts you hold; and
  - are aware of the serious consequences of involvement in this sort of criminal activity

The British Council's [Creating Confidence guidance](#) and the [UKCISA website](#) both contain helpful information for students. Under the Leeds Conservatoires Fraud Policy and to prevent cases of money laundering, Leeds Conservatoire will not accept transfers of funds for personal living or other expenses. Funds to cover living costs, including the cost of accommodation, must be paid directly to your own bank account under a separate transaction. Any payments so received will be returned directly to the sender by the same method that payment was made.

#### **4 Your programme and other educational matters (including changes to programmes)**

1. Our prospectus and website contains an overview of Leeds Conservatoire and the programmes we provide (on the date it was published). Programmes are continually reviewed and developed, and changes may sometimes need to be made (for example, to make sure that the content of programmes is up to date and relevant, to meet the requirements of professional or accrediting bodies, or as a result of student feedback or examiners' reports). We will normally only make changes if we consider it is necessary to do so, or it is in the best interests of students, but we may sometimes have to make changes for reasons beyond our control. We can stop providing any programme, in line with the remaining condition in this clause 4.
2. There is a list of the core and optional modules that may be available for your programme in the course information on our website. We do not guarantee that an optional module will always run or be available to all students. Your choice of modules may be restricted by limits on timetabling, staffing or facilities, the number of places on the module, or requirements that must be met.
3. In return for your tuition fee, we provide you with educational services and facilities for your programme and will give you reasonable support to help you learn. You agree to play a full and active role in progressing in your studies and to meet the standards of behaviour and personal responsibility we expect, as set out in the [Code of Student Conduct](#).
4. As well as these terms and conditions, for some programmes you may need to agree to the terms and conditions of other professional bodies, accrediting bodies or third-party providers. If there is any conflict between a third party's terms and conditions and these terms and conditions, these terms and conditions will apply.
5. We will normally only make changes to programmes if the overall effect does not disadvantage students. Negative changes may sometimes be unavoidable because of unforeseen issues such as staff availability, student numbers or the availability of other resources, but we will try to minimise the effect any change has on students. By accepting our offer, you agree that we can make reasonable changes (without giving you notice) to make sure you receive the best-quality educational experience, including to do the following.

- **Keep programme content and delivery up to date and relevant**

We may need to make technical adjustments to reflect developments in academic teaching, research or professional standards and requirements, or as a result of feedback from examiners or students. We may also need to:

- adjust aspects of the curriculum to make sure it is current and reflects developments in the subject area;
- change methods of assessment, assessment weightings, and the word length of individual assignments; or
- adjust learning outcomes and how they are assessed.

- **Introduce changes resulting from a programme review**

We regularly carry out formal reviews of all our programmes in line with regulatory requirements and those of professional bodies, to make sure that the design, academic standards and quality of learning opportunities of programmes remain appropriate and are guided by our regulations and policies, national benchmarks and relevant professional and employment demands. Programme reviews may result in changes to a programme to improve its quality.

- **Reflect external change**

We may change a programme to reflect changes in relevant laws, regulatory requirements, requirements of professional bodies, the way higher education is regulated, or to meet requirements and guidance as a result of a pandemic.

- **Refresh optional modules**

Optional modules listed in the prospectus or on the website may change. We do not guarantee that an optional module will always run in any given academic year as this may depend on, for example, student numbers and staff expertise.

- **Alter the location of a programme or audition**

We can change the location a programme or an audition is delivered at to allow us to provide the best facilities and academic provision.

We will try to keep any changes to the minimum necessary and may tell or consult affected students beforehand.

6. We will not normally make a significant change to your programme without the written agreement of a majority of students registered on that programme who would be affected by the change. A significant change is:
- a change of award or programme title;
  - a change to the availability of a core part of the programme; or
  - a change to the type of assessment for your programme, other than changes described in 4.5 above.

If we think that we have to make a significant change for reasons other than those covered in condition 4.5, we will take reasonable steps to get your permission, and will tell you if that change is made. If you did not agree to the change, and it causes exceptional disadvantage or hardship, we will work with you to try to reduce the negative effect on you or find an appropriate solution. If you did not agree to the changes and remain dissatisfied with them, you will be given the opportunity to withdraw from your programme and, if necessary, get reasonable support to transfer to another provider.

7. If our delivery of your programme is disrupted by circumstances beyond our control, we will give you as much notice as possible and will take all reasonable steps to keep the disruption to a

minimum, for example by providing a modified version (such as blended or remote learning, assessment-based results, or adjusted timetabling or staffing) or offering affected students the chance to move to another programme or institution. Except where the law says otherwise, we will not be liable for any loss or damage suffered as a result of circumstances beyond our control. Examples of such circumstances include industrial action by our staff or third parties, key members of staff leaving or the unavoidable absence of specialist staff, terrorism or security threats, epidemic or pandemic, damage to buildings, facilities or equipment, severe weather conditions, the actions of any authority, or serious concerns about the spread of a serious illness, disease or health condition.

8. If we review a programme and decide to close it for future applicants we will make sure that appropriate arrangements are in place until current students have completed the programme. We will maintain the academic quality and standards of the programme, and provide appropriate learning opportunities.
9. If we withdraw your programme because the number of students is so low that it would not be possible to provide an appropriate quality of education, we will take reasonable steps to offer an alternative arrangement, such as a place on a different programme or a refund of any tuition fee and tuition-fee deposit you have paid.
10. We publish a Student Protection Plan which describes events which may put your studies at risk, along with the types of action we may take if such events happen. We also publish a Refund and Compensation section to the [HE Tuition Fee Policy](#) setting out the circumstances in which we will refund tuition fees and other relevant costs to students, and provide compensation, if we can no longer continue to provide learning for one or more of our students.
11. Enrolling on your programme gives you membership of the students' union, unless you choose not to be a member. If you choose not to be a member, you will still have the same access to premises and facilities and services provided by the students' union, but will not be able to speak or vote in meetings, take part in electing officers, or vote in referendums. There is more information on the Leeds Conservatoire [Student union webpage](#)

## 5 Your personal information

1. We collect, use and store personal information in line with our data-protection policies and procedures. Details of how we handle the personal information are given in our privacy notices on our website, which may be updated from time to time. By accepting our offer, you confirm that you have read the Student Privacy Notice and the Alumni Privacy Notice. Details of your rights relating to your personal information are also given on the [data protection pages](#) of our website
2. Leeds Conservatoire will share your personal data with their third-party debt collection agency for the collection of unpaid fees.  
This includes:
  - Name
  - D.O.B
  - Home and /or Business Address(es)
  - Email addresses
  - Telephone numbers
  - Financial Information
  - Invoices relating to unpaid debt
  - Correspondence, contracts and records relating to the unpaid debt
  - Special CategoryData (i.e. health/medical information)

## 6 International students and UKVI

1. We are licensed by the UK Home Office to act as a sponsor of international students for visa purposes, and have specific duties and responsibilities to UK Visas and Immigration (UKVI). If you are an international student you must meet all UKVI requirements and any policy we have relating to UKVI student visas and meeting our obligations under the licence. For more information about student visas, visit the Government website (<https://www.gov.uk/student-visa>)
2. You are expected to help us meet our UKVI obligations by co-operating with all our reasonable requests for information or documents. We will act against any international student who does not co-operate within a reasonable timescale. If you are an international student, we can restrict your access to Leeds Conservatoire resources, library and computing services until you provide the information we have asked for, or remove you from your programme if you do not co-operate or cannot provide the information or documents we need.
3. We can suspend or remove you from your programme if you are an international student and:
  - you do not keep to this condition 6; or
  - we have good reason to suspect that you:
    - o do not meet the conditions of your student visa;
    - o do not have 'leave to remain' in the UK, to allow you to study on a university course; or
    - o are putting our UKVI licence at risk.

## 7 Intellectual property Rights (IRPs)

1. Intellectual property is any idea, invention, method, discovery, process, design, trade or service mark, copyright work (including computer software and all data and information relating to it), database rights, trade secret, confidential information or any similar process, right or information.
2. Students retain ownership of IPRs in their creative output ('Student Works') even where substantial Leeds Conservatoire resources/facilities are used (except where it is created jointly with a member of staff of Leeds Conservatoire).
3. By accepting terms and conditions in online self-enrolment, the student:
  - grants Leeds Conservatoire a non-exclusive licence of IPRs in Student Works to use and exploit howsoever;
  - grants Leeds Conservatoire the necessary rights and consents and waivers to make a recording of any performance involving the student
  - assigns to Leeds Conservatoire all IPRs in such Recordings and provides any necessary consents and waivers to use and exploit any such Recording.
4. Leeds Conservatoire grants to the student a non-exclusive licence to use any such Recording in 7.2 except where the Recording is of material for examination and assessment and providing such use does not conflict with Leeds Conservatoire's use of the Recording.
5. Intellectual property you create during your studies or research will normally belong to you, unless any of the following apply.
  - The intellectual property builds upon existing intellectual property created by us or was jointly invented with our employees or associates, in which case you must legally transfer the intellectual-property rights to us and will be entitled to a share of any income generated from that intellectual property, in line with our policy from time to time.
  - The intellectual property builds upon existing intellectual property owned by a third party or was jointly invented with a third party or our employees or associates, in which case you must legally transfer the intellectual-property rights to the third party or us,

and will be entitled to a share of any income generated from that intellectual property, in line with our policy from time to time.

- You are an employee of ours and developed the intellectual property in your role.
6. If, during the course of your studies or research, you have access to confidential information belonging to us or a third party, you must only use that confidential information in connection with your studies or research, and as specified in any relevant terms and conditions. You cannot pass on the confidential information without permission from us or the third party, as appropriate.

## **8 Travelling and transport for curriculum activities**

### **1. Leeds Conservatoire arrangements**

Where any activity forming part of a Leeds Conservatoire curriculum involves travelling for which public transport is not available or appropriate, students are responsible for making their own travel arrangements. Students responsible for ensuring they can get to the lessons timetabled via transport

### **2. Use of students' own motor vehicles**

Students using their own motor vehicles for any activity forming part of a course curriculum do so at their own risk.

### **3. Use of transport not provided by Leeds Conservatoire**

Students using any form of transport not provided by Leeds Conservatoire for any activity forming part of a course curriculum do so at their own risk.

## **9 Complaints**

If you want to complain about your programme or the facilities and services provided by us, you should follow the procedure set out in the [Student Complaints Process](#), unless your complaint is about our recruitment or admission process, in which case visit the Admission Policies section on our website for further information.

## **10 Other contractual arrangements**

You may have other contractual arrangements with us, such as arrangements for accommodation or non-educational services that you use while you are a student. These terms and conditions will not apply to those arrangements, which will be covered by separate agreements.

## **11 Cancellation rights**

You can cancel your contract with us, without giving any reason, within 14 days from the day you accept our offer.

If you cancel your contract as described above, you will not need to pay a tuition fee and we will refund all payments you have made, except where you have asked us to carry out a search with the Disclosure and Barring Service to let you start your programme. We will make the refund as soon as possible and no later than 14 days after the day you cancelled this contract. You will not have to pay any fees as a result of the refund.

If an international student holding a student visa cancels their contract in line with this condition, we will report them to the UKVI and their visa may be withdrawn.

## **12 Third-party rights**

No third party has any rights to enforce these terms and conditions or any term of your student contract.

## **13 Governing law**

These terms and conditions are governed by English law and any legal action relating to them must be taken in the courts of England.

## **14 Changes to policies, regulations, codes and other information**

We may need to make changes to other information we have given you, such as our policies, regulations and codes, but we will normally only do this if the overall effect does not disadvantage students. Negative changes may sometimes be unavoidable because of unforeseen issues such as changes to legal or regulatory requirements, but we will try to keep the effect of any changes to a minimum.

You agree that we may make changes under this clause 13 without your permission if:

- the student union have been consulted, either directly or through representatives on the committee, board or similar body considering the change; and
- you have been given notice of the change.

## **15 Legal liabilities**

Neither a prospective student, student, nor Leeds Conservatoire will be required to provide financial compensation to each other for any failure or delay in performing obligations, other than the payment of debts, if the failure or delay is due to any cause beyond that party's reasonable control (for example, fire, flood or industrial dispute). The Student Protection Plan outlines the circumstances under which the Leeds Conservatoire would consider claims for refund or compensation.

Leeds Conservatoire cannot accept responsibility for and expressly excludes liability for:

- any loss or damage to students' property, including damage to any motor vehicle or cycle, while on Leeds Conservatoire premises, unless caused by the negligence of Leeds Conservatoire or its employees;
- death or any personal injury suffered by a student or prospective student, unless caused by the negligence of Leeds Conservatoire or its employees.

Leeds Conservatoire will maintain a Business Continuity Plan and review this periodically. If the conservatoire needs to implement this plan, students and prospective students must take all reasonable steps to co-operate with the Leeds Conservatoire.

## **Leeds Conservatoire General Information**

Leeds Conservatoire, 3 Quarry Hill, Leeds, LS2 7PD  
A company limited by guarantee. Registered in England and Wales  
Company number 7596410

Leeds Conservatoire is part of the Luminate Education Group.  
Higher Education programmes are validated by the University of Hull.

