

RADA

Royal Academy of Dramatic Art

Terms and Conditions 2023-24

This document sets out the terms and conditions between the Royal Academy of Dramatic Art (“RADA”) and students on our higher education courses, validated by King’s College London. It contains important information and you should read these terms and conditions carefully before accepting your offer to ensure that you understand the contents as these terms and conditions will become binding on you and us when a contract is formed between us in accordance with condition 2.

In this document, “you” and “your” means the student; “we”, “us” and “our” mean RADA.

The term ‘course’ is used to refer to the full programme of training, study and assessment which you will undertake in pursuit of a higher education award. Please note that elsewhere, including within King’s College London the term ‘programme’ may be used instead of ‘course’ but will refer to the same thing.

1 Introduction

- 1.1 RADA may have rules and regulations that are different from other institutions. You are embarking on a professional training course and these rules and regulations are part of the framework that will support you in understanding the theatre world in which RADA operates. Please read the Student Code of Conduct and the other documents referred to in condition 2.2 below, which contain these rules and forms part of the terms and conditions of your contract with us.
- 1.2 RADA is a higher education provider registered with the Office for Students. You will be registered with RADA. Degrees and other higher education qualifications to which our programmes lead are validated by King’s College London (“King’s”). By agreeing to these terms and conditions, you also agree to abide not only by RADA’s regulations, policies and procedures, but also by any regulations, policies and procedures established by King’s which are applicable to your studies with us, as summarised in these terms and conditions.

2 Our contract with you

- 2.1 These terms and conditions govern the relationship between you and us and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.
- 2.2 These terms and conditions will become binding on you and us when we confirm your place on a course at RADA in writing, and any conditions set out in your offer have been met to our satisfaction, at which point a legal contract is formed between you and us on the basis of the terms and conditions set out in your offer letter, the terms and conditions set out in this document and the terms and conditions set out in:
 - 2.2.1 Regulations and policies as provided in our Academic Regulations and Policies (see www.rada.ac.uk/regulations-and-policies/) as devolved to us on behalf of King’s College London (the validating university). An electronic copy of our current regulations for higher education students will be sent to you with any offer of a place.

- 2.2.2. Admissions Policy (see www.rada.ac.uk/regulations-and-policies/);
 - 2.2.3. Summary information about the course, which is available on each of the course pages (www.rada.ac.uk);
 - 2.2.4. Fees Policy (see www.rada.ac.uk/regulations-and-policies/; the fees policy is posted alongside these Terms & Conditions); and
 - 2.2.5. All other rules, regulations and policies which we make for our students from time to time, or which are established by King's and which are applicable to your studies with us, which will be published on our student intranet (SharePoint) and about which you will be notified in each case, as from time to time in force and/or updated in accordance with condition 17 ("Other changes to the contract").
- 2.3 Please make sure that you familiarise yourself carefully with the content of these documents and their relevant requirements. Queries regarding any of these documents should be referred to the Deputy Registrar (please see paragraph 21.1 for contact details).
- 2.4 In the event of a conflict between these terms and conditions and the regulations, policies and/or procedures of King's which apply to your studies, the regulations, policies or procedures of King's shall take precedence. In the event of a conflict between these terms and conditions and any other regulations, policies or procedures set out in condition 2.2 which apply to your studies, these terms and conditions shall take precedence.
- 2.5 The contract may be ended by us and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified in condition 2.2, above. For example, failure to comply with our Student Code of Conduct could result in us taking action against you under our disciplinary procedures, which could result in termination of your enrolment on your course and of the contract.
- 2.6 We are eligible to sponsor a student visa for those students coming to study here from outside the UK and we have measures in place to ensure that we comply with our obligations to the UK Government in relation to immigration. Where relevant, you are required to comply with any terms and conditions applicable to international students requiring immigration permission to enter or remain in the United Kingdom and with UK immigration law requirements.

3 Enrolment and re-enrolment

- 3.1 Your place on a course with us is conditional on you complying with enrolment conditions including any conditions relating to your fees, and enrolling at the start of your course and the start of each subsequent academic year.
- 3.2 You must enrol at the designated session at the start of your course, as set out in your introductory information and offer pack. If you cannot or do not enrol at the designated session you must provide us with an acceptable reason for your non-enrolment in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with us and this contract shall be terminated.
- 3.3 We do not normally permit students to defer the offer of a place for enrolment in a later year of study. Failure to enrol at the start of your course in accordance with condition 3.2 will result your relationship with us and this contract being terminated and you will need to reapply from the start to be considered for a place to study with us in a future year.
- 3.4 Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe us tuition fees and have not been suspended from the course for any reason including under our Misconduct Policy and Fitness to Train Policy), you

must re-enrol for each subsequent year of study using the approved procedure. If you cannot or do not re-enrol using the approved procedure you must provide us with a reason for your non-enrolment which is acceptable to us in order to be permitted to enrol on another occasion, otherwise you will not be entitled to enrol for that year of study (or any future year of study) and your relationship with us and this contract shall be terminated.

4 Your obligations

4.1 In enrolling with us as a student, you become part of our community. From the point your offer is confirmed you are required to abide by the regulations, rules, policies and procedures set out at condition 2 above, copies of which can be found [here](#). You are required at all times to behave courteously and respectfully towards other students and members of teaching and non-teaching staff, including visiting professionals, in accordance with our Student Code of Conduct.

4.2 Your obligations to us are to:

4.2.1. Pay your course fees and other required fees when due as set out in our Fees Policy and in the offer letter. If you cease to be a student of RADA because for example you withdraw from your course or we terminate your enrolment, including for non-payment of fees, you may still be liable for any outstanding fees. (See condition 8 below).

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

4.2.3. 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.

4.2.4. Meet assessment deadlines, including attendance requirements for continuous and practical assessment.

4.2.5. Familiarise yourself with and comply with the relevant King's Regulations, RADA Academic Regulations, the Student Code of Conduct and all other rules and regulations, policies and procedures listed as condition 2.2 above which govern the operation of your course and your relationship with us.

5 Our obligations to you

5.1 Our obligations to you are to:

5.1.1. Provide you with the tuition, pastoral and learning support associated with your course with reasonable care and skill;

5.1.2. Subject to conditions 16 and 17, deliver your course as described in the prospectus and summary course document for the duration of the course; and

5.1.3. Ensure that you are assessed in line with the relevant Regulations of King's including any Academic Regulations which King's devolves to us.

6 Termination of contract and enrolment

6.1 You may withdraw from RADA and terminate this contract and your enrolment as a student at any time by giving written notice to us by sending either an email or letter to the address set out

in condition 21.2 below. Any such withdrawal will take effect when the named contact receives the communication from you.

- 6.2 We may withdraw your offer, terminate this contract and your registration if, in accordance with these terms and conditions and the appropriate regulation, policy or procedure:
- 6.2.1. you do not pay your tuition fees when due;
 - 6.2.2. you fail to disclose relevant information to us (including in respect of criminal convictions) or have produced false, incorrect or misleading information, whether in the course of your application or whilst on your course;
 - 6.2.3. your student status is terminated, for example through academic failure, including failure to make adequate progress under our Academic Regulations or (in the case of an international student requiring immigration permission to enter or remain in the United Kingdom) if we remove sponsorship from your student visa; and/or
 - 6.2.4. you materially breach any of the terms and conditions of the contract: for example, failure to abide by health and safety requirements, serious cases of non-approved absence, or serious breach of the Student Code of Conduct.
- 6.3 If the contract and your enrolment have been terminated, your entitlement to a refund of course fees and/or other fees will be in accordance with our Fees Policy.
- 6.4 On termination of the contract and your enrolment, you must return your door pass and any other property owned by RADA to the Registrar or their nominee.

7 Interruption of studies

- 7.1 You may be permitted to interrupt your studies, with permission from us in accordance with our Interruption of Studies and Formal Withdrawal Policy.
- 7.2 We may, on occasion and in line with our Fitness to Train policy and the relevant Regulations of King's require you to suspend your studies if it determines that you are not able for any reason to participate in the course.
- 7.3 During the interruption of your studies, we may make adjustments to your course, in line with the terms outlined in conditions 16 and 17. You will be consulted as soon as we are aware that changes may affect your course.
- 7.4 If your enrolment is interrupted or terminated for whatever reason, this may affect any bursary or scholarship awarded to you.

8 Fees and Costs

- 8.1 This section sets out key conditions relating to fees. You should consult our [Fees Policy](#) for full information on fees and debts.
- 8.2 It is important that you read the Fees Policy carefully as this sets out RADA's and your respective rights and obligations including but not limited to circumstances in which sums paid to us will be refunded. It also sets out the potential consequences if you fail to make payment, which includes our ability to terminate your registration and this contract, and/or to withhold awards. In addition, non-payment of fees and/or charges could result in us taking legal action against you to recover outstanding amounts.

- 8.3 We may require you to pay a deposit to confirm the offer of a place on a course. Course fee deposits will be used against your first years' tuition fee and are not normally refundable.
- 8.4 Course fees for each year become payable on enrolment and at re-enrolment each year. Course fees include: tuition, course materials, learning resources and assessment costs, and are set out in our Fees Policy.
- 8.5 Course fees do not include some personal materials, such as practice and work clothes, yoga mats, kit, and some tools as well as books, scripts or technical equipment. These are listed in the course documents and you will be supplied with a list before taking up your place. Students receive a limited number of free tickets to our public performances.
- 8.6 For students paying UK undergraduate fees, the course fees confirmed in your offer letter may be increased in further years of study by an inflationary amount determined in accordance with measures set by Government (currently the Office for Budget Responsibility forecast for RPI-X, being the retail price index, excluding mortgage interest payments). Any such increased fees will not exceed the fee cap current in respect of the relevant period. For other (non-UK) undergraduate students and all postgraduate students, the course fee paid in your first year of study may be increased in subsequent years, but this increase shall be in accordance with the CPI, being the Consumer Price Index.

It is your responsibility to ensure that all deposits, tuition and other fees and charges payable to us are paid when due. Your offer letter will state the amount of tuition fees that you will be required to pay. The full course fee for each year become payable on enrolment and at re-enrolment each year, although students may pay in three equal instalments due on the first day of each term in accordance with the published [term dates](#).

- 8.7 If you are paying your course fees with a government-sponsored loan, you must provide proof of this before enrolment that you have the necessary finance in place. If you are not able to provide proof, we may require that you pay the first instalment of your fees yourself.
- 8.8 Please note that if someone other than you makes any payment, or agrees to make any payment, on your behalf, you remain liable for full payment until we have received cleared funds.
- 8.9 If you do not pay course fees in accordance with these terms, we reserves the right to withdraw your place on the course, and/or suspend or withdraw you from the course until any fee debt is paid or cancelled by us in accordance with its Fees Policy. If you cease to be a student of RADA because for example you withdraw or we terminate your registration, you may still be liable for any course fees and/or other charges which are outstanding, in accordance with the Fees Policy.

9 Risk of Injury

- 9.1 We aim to provide a well-maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, we understand and comply with our legal obligations to act reasonably to safeguard the health and safety of its students.
- 9.2 Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the Student Code of Conduct and the Health and Safety Policy. You are required to take care for your own safety and for the safety of those around you, and to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained.

9.3 You should be aware, however, that our courses and assessments are physically demanding. In addition, the skills we teach include, by their very nature, involve elements of risk including injury. Whilst we take reasonably practicable measures to reduce or eliminate these risks, it is not possible to eliminate them all. Health care can be obtained free of charge from the NHS but waiting times for treatment are unpredictable and may result in disruption to and interruption of your studies. Long periods of absence may result in you being unable to complete the course. We are able to offer some support through practitioners such as physiotherapy or voice specialists, but sustained or lengthy treatment cannot be guaranteed.

10 **Personal equipment and other property**

10.1 We can accept no responsibility for loss or damage to your equipment or other property which is incurred at RADA or otherwise in the course of your studies.

11 **Intellectual property**

11.1 Intellectual Property Rights shall mean all patents, rights to inventions, copyright and related rights, moral rights, trademarks, rights in designs, rights in computer software, database rights and other intellectual property rights.

11.2 If you are studying for an undergraduate or taught postgraduate degree, unless agreed otherwise, you shall own any intellectual property you generate and provide to us during your course.

12 **Criminal convictions**

12.1 As part of your application process, we require information concerning relevant unspent criminal convictions to be disclosed, so that we may assess, whether it is appropriate to permit an individual to join the RADA community. We will consider whether any unspent criminal convictions or related information are compatible with you taking up your place or continuing on your course. Please refer to our [Disclosure of Criminal Convictions Policy](#) for more information.

13 **Data Protection**

13.1 We collect, hold and process “personal data” (which may include “sensitive personal data” as defined by the Data Protection Act 2018 or “special category personal data” as defined by the General Data Protection Regulation) about applicants and students of ours which is provided to us by you (or which is otherwise received from third parties) for our own, separate purpose(s), in accordance with our Data Processing Statement.

13.2 This personal information is generally processed for the following general purposes: to administer admissions, courses of study and pastoral care; to monitor student performance; to send communications to students; to compile statistics for internal monitoring and enhancement purposes or for publication; and to make required returns to external bodies, including to the regulator (the Office for Students) and agencies of UK Government (eg as a condition of leave to remain in the UK).

13.3 Please note that by providing your personal information to us as your Data Controller, you are providing your consent to the processing of that personal information by that Controller where, in accordance with the relevant Data Processing Statement and any other information and/or consent form(s) provided to you from time to time, that is the basis for lawful processing of your personal information.

14 **Safeguarding and Communication with Parents**

- 14.1 We do not permit students under the age of 18 to join our higher education courses. Information about RADA's safeguarding policy can be found at https://www.rada.ac.uk/rada_files/pdfs/academic_policy/safeguarding_policy.pdf.

15 **Choice within your course**

- 15.1 Subject to condition 19 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 16 and 17, we will deliver courses as set out in the course summary referred to in condition 2.2.3. Whilst the majority of our curriculum on all programmes is mandatory, there is scope for some student selection, especially in the technical theatre arts courses. While staff will always attempt to accommodate student preference, it might not always be possible for students to receive their top choices, for example in technical rotations. Where this is the case, we will not be in breach of the contract.

16 **Course changes, discontinuance, suspension and non-provision**

- 16.1 If it reasonably considers it to be necessary, we may make reasonable changes to the content, syllabus, mode of delivery and/or timetable of courses set out in the prospectus and course summary document which:
- 16.1.1. are not material to the overall learning outcomes of the course (for example, moving the timing of a particular module or project within the year, or a change in the staff delivering the module or project);
 - 16.1.2. will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
 - 16.1.3. are caused by matters outside our control (as set out in condition 18); and/or
 - 16.1.4. are in order to comply with changes in the law and/or the instructions of our regulators (such as the Office for Students), a validating university, and/or professional body.
- 16.2 We may discontinue, suspend and/or not provide courses if there are insufficient numbers of student enrolments to make a course viable and/or for any reason outside our control (as set out in Condition 18).
- 16.3 Where changes are to be made to courses in accordance with condition 18 which are not significant, we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change).
- 16.4 In the unlikely event that we change a course significantly:
- 16.4.1. we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your studies (if you are affected by the change);
 - 16.4.2. you will be entitled to withdraw from the course by informing us of this intention;
 - 16.4.3. If you withdraw from the course, we may (if reasonable to do so), refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro-rata basis); and

16.4.4. where reasonably practicable, we will offer you a place on a course which we deem a suitable alternative.

16.5 In the unlikely event that we discontinue, suspend and/or does not provide a course:

16.5.1. we will, following suitable consultation with affected students, take all reasonable steps to notify you at the earliest opportunity and to minimise any disruption to your studies (if you are affected by the change);

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

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

17 **Other changes to the contract**

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

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

17.1.2. in circumstances which are caused by matters outside our control (as set out in condition 18); and/or

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

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

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

17.2 Where changes are made to the terms and conditions of the contract under condition 17 we will undertake (where necessary) suitable consultation with students and (where necessary) take all reasonable steps to communicate and explain these changes to you with as much notice as possible.

18 **Events outside our control**

18.1 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.

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

18.2.1. strikes, lock-outs or other industrial action or disputes (whether involving our workforce or any other party);

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

18.2.3. war (whether declared or not) or threat or preparation for war;

- 18.2.4. riot, civil commotion, invasion;
 - 18.2.5. an actual, suspected or threatened act of terrorism;
 - 18.2.6. fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;
 - 18.2.7. national emergencies;
 - 18.2.8. breakdown of plant or machinery;
 - 18.2.9. default of suppliers and/or sub-contractors; or
 - 18.2.10. failure of public or private telecommunications networks.
- 18.3 If an event outside our control takes place that affects the performance of our obligations under the contract:
- 18.3.1. we will contact you as soon as reasonably possible to notify you; and
 - 18.3.2. our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our performance of services to you, we will resume the services as soon as reasonably possible after the event outside our control is over.

19 **Complaints procedure**

- 19.1 We welcome feedback on your experience of being a student and looks to make improvements where it can. If you wish to complain about any aspect of our service after you have enrolled as a student, you may do so using the Complaints Procedure (see Academic Regulations and Policies). Our Complaints Procedure outlines the roles and responsibilities of RADA and King's in relation to your complaint. If you are not satisfied with the final decision regarding that complaint, you may be able to make a complaint to the Office of the Independent Adjudicator (<http://www.oiahe.org.uk/>).

20 **Notices**

- 20.1 If you have any questions about the contract or any of these terms and conditions, please contact Mrs Sarah Agnew, Deputy Registrar, RADA, 62-64 Gower Street, London, WC1E 6ED.
- 20.2 In the event that you need to contact us before commencing your programme, please send your communication by email or in writing to Mrs Sarah Agnew, Deputy Registrar, admissions@rada.ac.uk.
- 20.3 If we need to contact you by email or in writing, such communication will be sent to the last contact email address and postal address provided by you to the Admissions team within Student & Academic Services at RADA. It is your responsibility to ensure that the contact email address and postal address that RADA holds for you on file are current.

21 Your right to cancel

- 21.1 When we confirm your place on a course at RADA, a legal contract is formed with us (as explained in condition 2). For the avoidance of doubt, your place on a course at RADA is only confirmed when you receive, in response to your acceptance of the offer, an email from us confirming that you have been accepted onto a course.
- 21.2 You have the right to cancel this contract under the Consumer Contract (Information, Cancellation and Additional Payments) Regulations 2013 within 14 days without giving any reason.
- 21.3 The cancellation period will expire after 14 days from the day of the conclusion of this contract.
- 21.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (for example, a letter sent by post or email). You should exercise your right to cancel by contacting Sarah Agnew, Deputy Registrar (email: sarahagnew@rada.ac.uk). You may use the attached model cancellation form, but it is not obligatory.
- 21.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 21.6 If you cancel this contract within the 14 day cancellation period, we will reimburse you all payments received from you.
- 21.7 If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

22 Other important terms

- 22.1 The contract is governed by English law and subject to the non-exclusive jurisdiction of the English courts

| | |
|----------------------|-----------------|
| Policy Updated | October 2022 |
| Document Approved by | Chairs action |
| Date Approved | 19 October 2022 |
| Version | 2.0 |
| Review Date | June 2023 |

Appendix 1: Model Cancellation Form

To: Mrs Sarah Agnew, Deputy Registrar, RADA, 62-64 Gower Street, London, WC1E 6ED

I ['student name'] hereby give notice that I ['student name'] cancel my contract for the supply of the following service: programme of Higher Education level study.

Ordered on: _____

Received on: _____

Name of student:

Address of student:

Signature of student:

Date: