

Terms and Conditions of Enrolment for Undergraduate, Postgraduate, and all other students enrolling with Backstage Academy for 2022/23

Important Notice: Set out below are Backstage Academy's Terms & Conditions of Enrolment for all students who wish to study at the Academy.

These Terms & Conditions of Enrolment together with the Academy's Student Admissions Policy, Course Fees Policy and other Rules, Regulations and other provisions and requirements and other policies and procedures of the Academy which apply to students will form an essential part of the contract between Backstage Academy and you (the student). If you are a continuing student you will be required to make yourself aware of the most recent version of these documents and to read and accept for each year of your study the current version of these Terms & Conditions of Enrolment, which will be an update to your continuing contract.

As part of the enrolment process, you will be asked to carefully read and understand each condition below; please note that after reading each condition you will be asked to tick an acceptance box to indicate your agreement to that condition. The enrolment process will be concluded once you have ticked each and every acceptance box and the Academy will then confirm to you completion of your enrolment to study. If you decline to accept each condition of enrolment you will not be considered as enrolled and you will be considered as wishing to terminate your contract with the Academy – in which case you will not be entitled to attend classes and/or have access to the Academy's services and facilities.

Please be aware that it is your responsibility to apply to Student Finance England for a tuition fee loan to pay for your course fees at the Academy, if this is the method by which you choose to pay. To ensure your funding arrangements are in place, you are advised to promptly submit your application to Student Finance England as soon as you know the details of the course you are to study. You do not have to wait until you have received your offer to study from the Academy. The Academy is not able to make an application to Student Finance England on your behalf. Further information on tuition fee loan funding can be found at: www.direct.gov.uk/studentfinance

Cancellation – At enrolment you will become liable to pay tuition fees and the Academy agrees to provide educational services. You are entitled to cancel this contract, without reason, any time up to 14 calendar days after enrolment and can use the Enrolment Cancellation Form to do so. The 14 calendar days are calculated from the day after the student completes enrolment or for 14 calendar days from the day after the published start date of the course whichever is the latest. If you cancel within 14 calendar days of enrolment in accordance with above, the Academy will refund any monies paid by you or your sponsor at enrolment. The Academy will make the refund using the same means of payment as you used for the initial transaction and the money will be sent to the same person or organisation who made the initial payment to the Academy.

In the event that you do not cancel your enrolment within the 14 calendar days in accordance with the above then you will be deemed to have read and accepted these Terms & Conditions of Enrolment. If you commence attendance on a course of study prior to enrolling or during the cancellation period you will be liable to pay the Academy an amount in accordance with the Course Fees Policy 2021/22 until you communicate cancellation to the Academy.

Below are the statements that you will be asked to read and accept as conditions of your enrolment at the Backstage Academy ('The Backstage Academy ') which form an essential part of the contract between us for your course of study at the Academy. The Academy may have to make changes to your contract during the duration of your course; such changes will be fair and

communicated to you in annually reviewed and updated Terms & Conditions of Enrolment for each Academic Year.

1. I have been provided with access to and have read and agree to comply with the Rules, Regulations and other provisions and requirements, policies and procedures of the Academy and of the awarding institution, the University of Bolton, which apply to me as a student, including amongst other things the Academic, Examination and Assessment Regulations and Student Disciplinary Procedures and any third party contract (if applicable) (as set out on the Academy's website:

<https://www.backstage-academy.co.uk/about/governance>

in the University of Bolton's Student Information – Policy Zone directly accessible via <https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23>)

and I agree to attend, when requested by the Academy, all mandatory information sessions associated with my enrolment and study at the Academy.

2. I understand and accept that certain subjects may require me to demonstrate particular competence standards before I am accepted on to, progress within or successfully complete, a course or programme of study. I accept that whilst the Academy will make reasonable adjustments to ensure that I am not disadvantaged in demonstrating my competence, no adjustments will be made to competence standards deemed justifiable to the course or programme of study in question.
3. I accept a place on the course as stated in the on-line enrolment and I agree that I will undertake my studies in a diligent and responsible manner.
4. I understand and accept that the Academy will make every effort to provide education services with reasonable care and skill and in the manner set out in its published material. I accept that the Academy cannot guarantee that teaching and supervision will be provided by any particular named individuals. I understand that the content of individual courses are under constant academic review and may change from time to time and any change to a course will be made in consultation with enrolled students affected by the change and in accordance with the University of Bolton's Modification to a Taught Programme Published Guidelines: (available at: <https://www.bolton.ac.uk/student-policy-zone/student-policy-zone-2022-23>) which will be exercised fairly and reasonably and which I will be entitled to receive fair and reasonable notice. The content of course modules and mode of associated assessments may be updated on an annual basis. This is to ensure that all modules are up to date and responsive to employment and sector needs. The published course material and the programme specification contain indicative 'optional modules' that may be subject to change due to circumstances outside of our control. For this reason, we cannot guarantee to run any specific optional module. I further understand that I am able to withdraw from my course of study in accordance with the Course Fees Policy if I am adversely affected by any change to my course.
5. I understand and accept that external factors such as industrial action, Covid-19, or other circumstances beyond the control of the Academy may make it impossible for the Academy to provide those education services offered. For this reason, the Academy may have to make variations and will make every effort to minimise any disruption that may result from such changes and will seek to provide fair and reasonable remedy to those adversely affected by such disruption.

6. I understand and accept it is a condition of my entry on to the course, and my subsequent continuation in each Academic Year, that I formally enrol for each year of study using the Academy's on-line enrolment process.
7. I understand and accept that as a student of the Academy I will be required to pay various fees for the relevant Academic Year as set out in the Academy's Course Fees Policy. The first year's course fees and total fees for the normal duration of my course are as set out in my offer letter.
8. I understand and agree to comply with the Academy's Course Fees Policy which is reviewed and updated each Academic Year and is available on the website (<https://www.backstage-academy.co.uk/about/governance>) and will pay all fees due by the dates specified by the Academy. I accept that it is my ultimate liability to pay for all fees incurred by me for each Academic Year I study at the Academy irrespective of any sponsorship or other support that I may have.
9. I understand and accept that it is my responsibility to pay my course fees and I understand that I must apply promptly to Student Finance England, Wales, Northern Ireland or Scotland for a tuition fee loan up to the amount charged by the Academy if this is the method by which I choose to pay. If I fail to apply, am ineligible to receive a tuition fee loan, or choose to pay my course fees myself, then I understand that the course fees incurred in each Academic Year of study will need to be promptly paid by me in full by the dates specified by the Academy.
10. I understand and accept that, as set out in the Course Fees Policy and is available on the website (<https://www.backstage-academy.co.uk/about/governance>), if my course fees are not fully paid then I may be subject to a range of actions up to and including being withdrawn from my course, being prohibited from attending the Academy's Degree Ceremony and having my final results transcript and award certificate withheld.
11. I understand and I am fully aware that providing false or inaccurate information including verification of my identity when enrolling can lead to disciplinary, financial and legal action being taken against me, to my enrolment on the course being cancelled or restricted and any contributor to my course fees or funding being so informed.
12. I agree to provide and keep updated an emergency contact name and details for use by the Academy at its discretion.
13. I understand and agree to the Academy holding and processing my personal data, including special category and criminal convictions and offences personal data, contained in my student record, obtained from me or other people or agencies whilst I am a potential, current or past student of the Academy as set out in the current Data Protection Policy and Student Privacy Notice that explain how the Academy collects, processes and uses personal data, available on the website (<https://www.backstage-academy.co.uk/about/governance>). I understand and I am fully aware of the Academy's policies relating to data protection. I understand that in some circumstances, it may be necessary for the Academy to transfer my personal data to a country outside the European Economic Area (for example, if I undertake a placement in such a country, or that is my country of origin) and that by completing this online enrolment I consent to the transfer of data in these circumstances and for those purposes.

14. I agree to the disclosure to third parties (who demonstrate to the Academy's satisfaction an acceptable and justifiable need to know) of the fact that I am registered for an award of the Academy and my enrolment status, course details and academic results. In the event I withdraw my consent to this then I will immediately inform the Registry Manager via studentadmin@backstage-academy.co.uk in writing.
15. I agree to the Academy using data in the form of photographs of classroom situations or general activity in common areas of the Academy as part of its general marketing materials (where I may be present) and I agree to the Academy recording lectures and presentations (where I may attend such activities) for later access as part of the Academy's learning resource.
16. I understand and agree that the ownership of any intellectual property arising during the course of my studies at the Academy will in the first instance belong to the Academy to enable the protection of the ownership rights of all parties involved and that I may ask for a transfer of the intellectual property back to me (which will not be unreasonably withheld) in accordance with the Academy's Intellectual Property Rights Policy available on the website (<https://www.backstage-academy.co.uk/about/governance>).
17. I confirm that the information I have provided to satisfy and complete my enrolment at the Academy is to the best of my knowledge correct.
18. I understand and agree that if I am aware or subsequently become aware of any personal circumstances in the past or present that may reasonably be regarded as materially affecting my enrolment as a student of the Academy then I must promptly inform the Registry Manager via studentadmin@backstage-academy.co.uk in writing.
19. I understand and agree that I must declare all information relating to any criminal convictions in the period between application and enrolment promptly to the Admissions Team in writing prior to enrolment. I understand that I must declare all information relating to any criminal convictions after enrolment and during the course of my studies at the Academy promptly to the Registry Manager via studentadmin@backstage-academy.co.uk in writing.
20. I understand that the Academy may require me to verify my identity and if requested I will promptly provide verification of my identity to the Academy within the timescales specified by the Academy.
21. I understand and agree that if I suspend my studies temporarily and return at a later date or if I am required to repeat part of my course of study then I will be required to agree to the Terms & Conditions of Enrolment for the year in which I return which will be an update to my continuing contract with the Academy.
22. I accept and understand that in the event that I wish to transfer to a new course, level or mode of study at the Academy, then I will need the Academy's consent to do so which will be provided on the basis that I satisfy all the new eligibility criteria for the course and that I accept that I will need to enter into a new contract with the Academy to facilitate my transfer. I understand and agree that I will not be entitled to a 14 day "cooling off period" when transferring to a new course, level or mode of study at the Academy. I further confirm that I have made myself aware of all relevant information relating to my proposed new course, level or mode of study prior to requesting the transfer.

23. I understand and agree that if I am withdrawn from my course of study at any time then my contract with the Academy will cease.
24. I understand and agree that by completing this on-line enrolment I declare my intention to commence study and I will immediately inform the Academy if I subsequently cease to attend the Academy.
25. Finally, I accept and agree that these Terms & Conditions of Enrolment shall be governed by English law and jurisdiction.

Version: January 2022