



**DATED**

**SEPTEMBER 2018**

# **STUDENT CONTRACT**

## **THINKSPACE EDUCATION**

Next review date: September 2019

## A. SUMMARY

Any student entering onto a course of study with a higher education institution is, in fact, entering into a legally binding contractual relationship. This document is designed to outline the key terms of your contractual relationship with Thinkspace Education (“TSE” “we” “us”) and guide students (“student(s)” “you” “your”) to where they can find the information that makes up the remainder of the terms of the contract between themselves and TSE.

Below sets out a summary of the key contractual terms of which students need to be aware and take note. The below summary is just that, a summary, and is not a replacement of the contractual terms detailed below. Students should read both the summary and the remainder of the document to ensure that they fully understand the terms of the relationship that they are entering into.

1. There are various documents that make up the contractual relationship between TSE and yourself (i) this document, (ii) your offer email, (iii) your programme handbook and (iv) the regulations and policies of the University of Chichester (“the University”) which can be accessed at <https://www.chi.ac.uk/about-us/policies-and-statements>.
2. Currently TSE is the provider of education to the student however, the degree awarding body is the University. TSE is currently going through the process of registering as a higher education provider with the Office for Students. Should TSE successfully register, this is unlikely to affect your programme of study.
3. All students who have successfully applied for a place at TSE will receive an offer email. A contractual relationship shall be formed upon the student accepting TSE’s offer of a place by (i) confirming their acceptance of the offer in writing to TSE and (ii) paying the requested deposit.
4. Students have a right, following their acceptance of TSE’s offer, to withdraw their registration for a course of study, without giving any reason, within 14 calendar days of the date of the email containing your acceptance of the Provider’s offer. Upon enrolment, if the terms have changed, then a second contract is entered into at the point of enrolment and you have another 14 day period with in which to withdraw from the course.
5. Should you breach any of TSE’s policies, or those of the University, both TSE and the University can exercise disciplinary functions against you pursuant to the terms of the University’s student disciplinary procedure.

6. The payment of tuition fees is the responsibility of the student regardless of who the actual payee is. The price of tuition is set on the date the student's application is made and will not change upon acceptance of TSE's offer of study or throughout a programme of study.
  
7. Whilst TSE and the University will do everything reasonable to ensure the programme of study and/or modules do not vary from the programme handbook or course specification without telling students in advance, there may be instances where fundamental variations are not preventable. In such circumstances TSE will take reasonable steps to mitigate the loss suffered by students.
  
8. A student has the right to complain about TSE at any time under the University's complaints procedure which can be found at: <https://www.chi.ac.uk/about-us/policies-and-statements>.
  
9. Students retain the copyright in all music, sound design and sound recordings created as part of their course and project work associated with the course, apart from in relation to live orchestral sessions where the copyright in the sound recording belongs to TSE. By enrolling on the course and accepting these terms and conditions, the student agrees to grant a non-exclusive licence to TSE to use any of the student's work for the full life of the copyright.

## **B. THE MAKEUP OF YOUR CONTRACT**

1. This document is the TSE Student Contract. It outlines various terms and conditions between TSE and its students and should be read alongside the following documents that, all together, make up the full terms of the legal relationship between TSE and its students. The above mentioned documents are:
  - a. The Programme Handbook for your individual programme of study;
  - b. Your offer email from TSE; and
  - c. The Regulations and Policies of the University of Chichester (“the University”) which can be found at the following address: <https://www.chi.ac.uk/about-us/policies-and-statements>.
2. Should there be any discrepancy between the terms outlined herein and any other contractual documentation then the terms in this document shall prevail.
3. Currently TSE is the provider of education to the student however, the degree awarding body is the University. TSE is currently going through the process of registering as a higher education provider with the Office for Students. Should TSE successfully register, this is unlikely to affect your programme of study.

4. Both parties acknowledge that besides the explicit terms within this contract, terms implied by statute are also a part of the contractual relationship between the parties.
5. All students who have successfully applied for a place at TSE will receive an offer email. A contractual relationship shall be formed upon the student accepting TSE's offer of a place by:
  - a. Confirming their acceptance of the offer in writing to TSE; and
  - b. Paying the requested deposit.
6. A contractual relationship will not be formed until both stages outlined at paragraphs 5(a)-(b) above have been complied with.
7. Your offer email from TSE may contain either a conditional or unconditional offer. Where you have been made a conditional offer, any pre-conditions must be fulfilled prior to your acceptance of the offer.
8. You acknowledge through accepting the terms of this agreement that TSE may, at its discretion, seek to check any of the facts given in a student's application for accuracy. Where, upon seeking such information, it becomes apparent that the student has misled TSE about prior qualifications (or any other information within the student's application) TSE may terminate the student's contract with TSE.
9. By accepting your offer, you agree to comply with the regulations, ordinances, policies and procedures of TSE and the University and agree that TSE and/or the University may take such disciplinary action as appropriate for breaches of any of the same. The student acknowledges that various sanctions are available to TSE and the University for breaches of its policies including, but not limited to, suspension and expulsion. Full details can be found within the University's student disciplinary procedure.

10. Students with a Tier 4(general) student visa must adhere to the conditions of their visa. Failure to do so may result in TSE withdrawing sponsorship under Tier 4, your visa being cancelled and termination of your study.
11. A student's mode of study (full time or part time) may be changed at the discretion of TSE. Such changes will not be unreasonably withheld and will take into account individual circumstances.
12. Students have a right, following their acceptance of TSE's offer, to withdraw their registration for a course of study, without giving any reason, within 14 calendar days of the date of the email containing your acceptance of the Provider's offer. In these circumstances a full refund of any monies paid will be given within 14 calendar days of the date upon which your notice of cancellation was received. To provide notice of cancellation, a student must send written notification by email to [info@thinkspaceeducation.com](mailto:info@thinkspaceeducation.com) or via post to Thinkspace Education, 119 Third Avenue, Almodington, PO20 7LB. Withdrawing from this agreement after this 14 day period will result in liability for fees. Full details can be found in TSE's Student Debt, Refund and Compensation Policy.
13. Upon enrolment the terms of this document and all other documents making up the terms of the contract with TSE remain the same. A second contract is not entered into unless you have received notice between accepting your offer and enrolling that the terms of the agreement have changed. If the terms have changed then a second contract is entered into at the point of enrolment and you have another 14 day period with in which to withdraw from the course as outlined at paragraph 12 above.

### **C. OUR RESPONSIBILITIES**

14. Without limiting its obligations to comply with all parts of the agreement, TSE will:
  - a. Provide you with tuition, learning opportunities and other related services which will lead to the award of the appropriate degree or qualification subject to you

successfully fulfilling the requirements of your programme of study. Specific details relating to the delivery of the programme will be contained within the programme handbook.

- b. Provide you with accurate information in presentations, brochures and on the TSE website that is accurate when first disclosed.
- c. Comply with all of its statutory obligations in all its dealings with its students including, but not limited to, ensuring it does not unlawfully discriminate or withhold reasonable adjustments required by disabled students.
- d. Provide you with advance notice should any changes need to be made to a programme of study as well as reasons why.

#### **D. YOUR RESPONSIBILITIES**

- 15. Without limiting your obligation to comply with all parts of the agreement, it is the student's responsibility to ensure that they:
  - a. Act responsibly and professionally at all times when engaging with their programmes of study or within the TSE community generally.
  - b. Treat other members of the TSE community and the public with respect and courtesy.
  - c. Do not undermine or in any way prejudice the reputation of TSE or its programmes of study.
  - d. Progress their own academic studies by submitting work in line with TSE set deadlines and attending all classes.

- e. Raise any concerns and seek help or guidance if they are having difficulties in any area of their academic or personal life.
  - f. Follow good academic practice and maintain academic integrity.
  - g. Pay all tuition fees and other charges on time.
16. More information is available in the University's Academic Regulations, available at [www.chi.ac.uk/about-us/how-we-work/academic-quality-and-standards](http://www.chi.ac.uk/about-us/how-we-work/academic-quality-and-standards); and TSE's policies page. <http://thinkspaceeducation.com/policies>.

## **E. FEES AND PAYMENT**

17. Details of the tuition fees applicable to individual programmes of study and how to pay them are set out on the TSE website and also in the Student Debt, Refund and Compensation Policy. Where any discrepancy arises, the contents of the Debt, Refund and Compensation Policy shall prevail.
18. The payment of tuition fees is the responsibility of the student. In the event of a student's sponsor (if applicable) failing to make payment, the student will be held liable for payment.
19. A student's tuition fee is set on the date their application is made and will not change upon acceptance of TSE's offer of study or throughout a programme of study.
20. Tuition fees are paid in Great British Pounds Sterling ("GBP"), Euros or United States Dollars ("USD"). Domestic students must pay in GBP, students from the European Union must pay in Euros and any other international students must pay in USD.
21. The full amount of tuition fees are liable for payment on or before the commencement of study unless otherwise agreed between you and TSE.
22. All students will need to have paid their full tuition fees in order to be eligible for an academic award. Students who have only part paid their tuition fees, or students who withdraw early from

their course, may receive an award up to the value of the credits that they have paid for, for example, a master's degree student who has paid for the equivalent of 60 out of the 180 credits required for a master's degree would only be eligible for the award of Postgraduate Certificate.

23. Students who interrupt their studies are no longer registered with TSE during the period of interruption and are not required to pay fees during this time.
24. Should a student choose to change their programme of study there may be an additional charge which the student will be informed of in advance of changing their programme.

## **F. COURSE DETAILS**

25. Full course details are as set out in the relevant programme handbook.
26. TSE takes great care in the design of its programmes and hopes to be able to accommodate individual choices and, in certain cases, we offer alternative module options to support students' particular interests. However, we cannot guarantee that all options will be available to all students every year as the viability of running a particular module depends upon student interest. Some modules depend on resource levels and some have a limited number of places. Similarly, it may not be possible to run certain modules if insufficient numbers of students have chosen that option. In some cases, timetabling restrictions may prevent the combination of particular modules.
27. Some courses offer the opportunity for students to participate in orchestral sessions (this will be identified within the individual programme handbook – not every course will involve orchestral sessions). Where this is required the cost of the live orchestral session is included in the course fees. The size of the orchestra, the duration of the session and the time and place of the session are at the discretion of TSE however, the orchestra will consist of not less than 50 players and each student will be allocated not less than 15 minutes.
28. Once an orchestral session date is set, eligible students will be allocated a place on the session. If a student chooses not to accept the allocation given by TSE, TSE is under no obligation to offer an alternative session. Students may request a change or the postponement of a session allocation, but the allowance of this is at the sole discretion of TSE; changes or postponements will not be unreasonably withheld.

29. The copyright in the sound recording of the live orchestral session belongs to TSE. The copyright in the music and arrangements of live orchestral sessions, belongs to the student. Students may however use material recorded during the orchestral session as part of their portfolio to promote their work. General commercial use of the sound recording is subject to relevant union agreements where applicable and the specific agreement between TSE and the orchestra. Should students have specific questions they should contact the Course Manager directly.

#### **G. CHANGES TO THE COURSE/CONTRACT**

30. TSE will not make fundamental changes to your programme/modules once you have started your programme unless you agree to the changes. If factors outside of TSE's control mean that TSE has no choice but to make changes to your programme, TSE will take reasonable steps to mitigate the impact of any such changes or withdrawals on students wherever reasonably possible (for example, by substituting alternative similar services, finding alternative validating partners and by giving warning of forthcoming changes or likely periods of non-availability). Where this is not possible, refunds and compensation will be considered in accordance with TSE's Debt, Refund and Compensation policy.
31. TSE may make minor changes to programmes/modules (for example, to respond to student feedback, developments in the subject, enhancements in teaching or assessment practice, requirements of external accreditation processes, changes in staffing, resource constraints or changes in the availability or viability of optional modules or facilities) without recourse to students.
32. Certain programmes or modules cannot be guaranteed in advance. This might be where a new programme is subject to academic approval, or where a programme or module requires a minimum number of students, niche or very specialist teaching, or placement at another institution. Where possible, we will tell you when your programme or module choice is not guaranteed, and if we need to withdraw a programme or module and you are affected, we will contact you as soon as possible to discuss your options.

33. TSE reserves the right to make reasonable additional charges for ancillary services and to vary such charges from time to time in order to cover costs or to ensure the availability of services for the benefit of all students.

## **H. COMMUNICATION**

34. TSE will contact you using the details you have provided and which are stored within the Virtual Learning Environment (“VLE”). It is your responsibility to make sure the contact details in your profile in the VLE are correct and up to date. You should take steps to ensure that emails from TSE are delivered to your primary email inbox.

## **I. IMPEDIMENTS TO STUDY**

35. Students are responsible for providing their own computer, software and other equipment needed to complete their programme of study. The minimum specification required is set out in the programme handbook. Loss of access to a working computer or other equipment is the responsibility of the student and is not a valid reason to miss course deadlines. Students who encounter severe technical difficulties should contact the Course Manager at the earliest opportunity who will consider whether to make allowances and provide further advice.
36. Students who encounter severe medical or personal difficulties throughout their course should consult the TSE and the University’s policy on mitigating circumstances and intermissions as set out in the University’s academic regulations and make an application if appropriate.
37. Whilst TSE recognises that it has an anticipatory duty in respect of identifying those students who may require reasonable adjustments to be made for them, students are encouraged to contact their course leaders at the earliest possible opportunity should they envisage requiring additional support whilst studying or for adjustments to be made to examination formats.

## **J. COMPLAINTS**

38. If you are an applicant to TSE and have concerns about the way your application was handled you may have recourse to the Feedback, Appeals and Complaints Procedures in the University Admissions Policy, available at <http://www.chi.ac.uk/about-us/policies-and-statements/policies>.
39. Once you have enrolled as a student you are entitled to raise any concerns with any aspect of TSE's service by means of the Student Complaints Procedure set out in Section 3 of the University's Academic Regulations, available at <http://www.chi.ac.uk/about-us/policies-and-statements/academic-quality-and-standards>. Advice and guidance on the options open to you is available from the University's Academic Quality and Standards Service (via [acadvice@chi.ac.uk](mailto:acadvice@chi.ac.uk)).

## **K. INTELLECTUAL PROPERTY**

40. Subject to the specific copyright information in respect of live orchestral sessions outlined at paragraph 29 above, students retain the copyright in all music and sound design and sound recordings created as part of their course, and project work associated with the course. By enrolling in the course and accepting these terms and conditions, the student agrees to grant a non-exclusive licence to TSE to use any of the student's work, including but not limited to, music sound design, arrangements and orchestrations in the context of any TSE course or its promotion throughout the world for the full life of copyright.
41. Where the student has worked in collaboration with others, the use of the material shall be subject to the agreement of all those with ownership of the copyright in the work or the sound recording.
42. The copyright in course project videos and video games, belongs exclusively to the original producer or TSE. Students may use this video and video game material from the course as part of their portfolio. However, course video cannot be posted on public platforms, including but not limited to Youtube, Vimeo or Facebook without written permission from TSE. Students may share their work, including the video, privately using password protected links.

43. Any student publically posting restricted video material, (ie on Youtube or Facebook), sharing course material or uploading course materials to public websites, is in breach of this contract and may be subject to sanctions under the disciplinary procedure or court action.

#### **L. PERSONAL DATA**

44. By accepting your offer, you agree to TSE collecting and using your individual personal data including, where you provide it to TSE or the University, your sensitive personal data. This will be done in accordance with all current data protection legislation and as set out in TSE's privacy policy which is available here; <http://www.thinkspaceeducation.com/privacy>

#### **M. HEALTH AND SAFETY**

45. TSE and the University will, so far as is reasonably practicable, take all steps necessary to ensure the health, safety and wellbeing of all members of the institution, including staff, students and visitors, and will conduct its affairs in such a way as to protect everyone who may be affected by its activities.
46. When attending live events, you must make yourself aware of the safety rules applying to the buildings you use, your programme and your department; read the safety notices, the virtual learning environment and know what to do in the event of a fire, and be aware of at least two escape routes from any area you occupy.
47. Further information on your rights and responsibilities may be found in the Health and Safety Policy, available at <http://www.chi.ac.uk/about-us/policies-and-statements/policies>.

#### **N. LIABILITY**

48. TSE is responsible for any loss and/or damage that you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill in providing your programme and any associated services (but not to the extent that such loss or damage is attributable to your own fault or the fault of a third party).
49. TSE is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if we discussed it as a possibility.
50. TSE does not exclude or limit its liability to you in any way in which it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of TSE's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your statutory rights in relation to this contract including your statutory right to receive services which are as described and supplied with reasonable skill and care.
51. Except as set out above, TSE is not responsible for events outside its control which TSE could not have foreseen or prevented, such as industrial action, over or under demand from students, staff illness, significant changes to higher education funding or regulation, severe weather, fire, epidemic, civil disorder, political unrest or government restrictions.
52. TSE makes no guarantee to the student of future employment, career advancement or income. In enrolling in a TSE course, students accept sole responsibility for career outcomes and TSE accepts no liability for any failure by the student to achieve their professional goals.
53. A party (affected party) shall not be liable to the other party for any failure to perform the Agreement caused by circumstances outside the reasonable control of the affected party.

## **O. EXPIRY OR TERMINATION OF THE CONTRACT**

54. Your contract with TSE will expire when you complete your programme, unless it is terminated

beforehand. You will be considered to have completed your programme at the point of graduation.

55. You may terminate your contract at any time by contacting TSE with a clear statement to that effect in writing, either by email to [info@thinkspaceeducation.com](mailto:info@thinkspaceeducation.com) or by letter to ThinkSpace Education, Atlantic House, 119 Third Avenue, Almodington PO20 7LB.
56. If you terminate your contract after you have enrolled but after the expiry of your right to withdraw, termination is likely to have financial consequences. Please refer to TSE's Student Debt, Refund and Compensation Policy for full details.
57. TSE or the University may terminate your contract if you commit a material breach of any of its terms (including these terms, TSE regulations, the University Commitment Charter, the applicable Programme Handbook and the University's Regulations and Policies, all available on the institution websites.
58. In particular, TSE or the University may terminate your contract:
  - a. if you have provided false, inaccurate or misleading information in your application to TSE;
  - b. if you no longer meet regulatory requirements;
  - c. if you acquire a relevant criminal conviction;
  - d. if you fail to enrol or to meet attendance requirements;
  - e. if you fail a mandatory assessment where there is no opportunity to retake; or

- f. if you fail to pay your tuition fees by the required deadline.

**P. MISCELLANEOUS**

- 59. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 60. This contract is personal to you. You may not transfer or delegate any of your rights or obligations under it.
- 61. This Agreement shall not create any rights, entitlement, claims or benefits enforceable by any person or body that is not a party to it. Accordingly, except as so specified, no person shall derive any benefit or have any right, entitlement or claim in relation to this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 62. Subject to statutory limitation periods, any delay in enforcing this contract will not prevent the contract being enforced at a later time.
- 63. Nothing in this Agreement shall create, or be deemed to create, a joint venture, partnership or the relationship of principal and agent between the parties. Neither party has any authority to act, make representations or bind or contract on behalf of the other party.
- 64. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby agree to submit to the exclusive jurisdiction of the English and Welsh courts in respect of any action or proceedings arising out of or in connection with

this Agreement.

65. If a dispute arises from, or in relation to, this Agreement, the parties will attempt to resolve the dispute through alternative dispute resolution prior to commencing court proceedings. For the purposes of this agreement, alternative dispute resolution includes, but is not limited to, TSE and/or the University's internal processes, a review by the Office of the Independent Adjudicator for Higher Education.
  
66. Should you require this document in an accessible format then please contact Guy Michelmore on [info@thinkspaceeducation.com](mailto:info@thinkspaceeducation.com).