



Terms & Conditions

Effective Date: 01 January 2022

Platinum Academy of Performing Arts (“Platinum Academy”, “we”, “us” or “our”) offers full time training in the performing arts. This document sets out the terms and conditions between Platinum Academy and students on our full-time courses. It contains important information and we encourage you to read these terms and conditions carefully.

In this document the term ‘course’ is used to refer to the full programme of training, study and assessment which you will undertake in pursuit of a certification.

If you have any questions or comments about these Terms and Conditions, feel free to contact us at admin@platinumacademy.co.uk

1. Introduction

Platinum Academy of Performing Arts may have rules and regulations that are different from other institutions. You are embarking on a full-time vocational training course and these rules and regulations are part of the framework that will support you in understanding the Performing Arts world in which Platinum Academy operates. Please read the Student Code of Conduct and other documents outlined throughout this document, which contain these rules and forms part of the Terms and Conditions of your contract with Platinum Academy.

Certifications to Platinum Academy courses are validated by RSL (Rockschool Ltd). By agreeing to these Terms and Conditions, you also agree to abide not only by Platinum Academy regulations, policies and procedures, but also by any regulations, policies and procedures established by RSL which are applicable to your studies at Platinum Academy, as summarised in these Terms and Conditions.

2. Our contract with you

These Terms and Conditions govern the relationship between you and Platinum Academy and it is important that you read them carefully prior to accepting your offer to ensure that you understand their contents.

These Terms and Conditions will become binding on you and us when we confirm your place on a course at Platinum Academy 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 Platinum Academy 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:

- Platinum Academy's Admissions Policy (see relevant admissions section of www.platinumacademy.co.uk);
- The prospectus including summary information about the course, which is available on each of the course pages (www.platinumacademy.co.uk);
- Platinum Academy's Fees Policy (www.platinumacademy.co.uk the fees policy is posted alongside these Terms and Conditions) and;
- All other rules, regulations and policies which Platinum Academy makes for its students from time to time, or which are established by RSL and which are applicable to your studies at Platinum Academy, which will be published on Platinum Academy's Shared Drive and website

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 Admissions Team on admin@platinumacademy.co.uk

The contract may be ended by Platinum Academy and your enrolment terminated if the relevant conditions are not met or our terms not complied with, as set out in the documents specified above. For example, failure to comply with Platinum Academy's Student Code of Conduct could result in Platinum Academy taking action against you under its disciplinary procedures, which could result in termination by Platinum Academy of your enrolment on your course and of the contract.

3. Enrolment and re-enrolment

Your place on a course at Platinum Academy will be conditional on you complying with enrolment conditions including and conditions relating to your fees, and enrolling at the start of your course and the start of each subsequent academic year.

Platinum Academy does 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 will result in your relationship with Platinum Academy and this contract being terminated and you will need to

reapply from the start to be considered for a place to study at Platinum Academy in a future year.

Provided you are eligible to re-enrol (which means you have met the assessment and progression requirements, do not owe Platinum Academy tuition fees and have not been suspended from the course for any reason including under Platinum Academy's Disciplinary 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 Platinum Academy with a reason for your non-enrolment which is acceptable to Platinum Academy 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 Platinum Academy and this contract shall be terminated.

4. Your obligations

In enrolling with Platinum Academy 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, copies of which can be obtained from the Platinum Academy website. 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.

Your obligations to Platinum Academy include:

- Pay your course fees and other required fees when due as set out in Platinum Academy's Fees Policy and offer letter. If you cease to be a student of Platinum Academy 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.
- Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by Platinum Academy for the use of resources and facilities as set out in our Student Code of Conduct.
- Participate actively in your training, including meeting Platinum Academy's 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.
- Meet assessment deadlines, including attendance requirements for continuous practical assessment.

- Familiarise yourself with and comply with the relevant RSL Regulations, Platinum Academy Regulations, the Student Code of Conduct and all other rules and regulations, policies and procedures detailed in this document which govern the operation of your course and your relationship with Platinum Academy.

5. Our obligations to you

Platinum Academy's obligations to you are to:

- Provide you with the tuition, pastoral and learning support associated with your course with reasonable care and skill;
- Deliver your course as described in the prospectus and our website for the duration of the course, subject to the conditions set out in this agreement; and
- Ensure that you are assessed in line with the relevant regulations of RSL.

6. Termination of contract and enrolment

You may withdraw from Platinum Academy and terminate this contract and your enrolment as a student at any time by giving written notice to Platinum Academy by sending either an email or letter to the address. Any such withdrawal will take effect when the names contact receives the communication from you.

Platinum Academy may terminate this contract and your registration, if, in accordance with these terms and conditions and Platinum Academy's appropriate regulation, policy or procedure:

- You do not pay your tuition fees when due; or
- You fail to disclose relevant information to Platinum Academy (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; or
- Your student status is terminated, for example, through academic failure, including failure to make adequate progress under Platinum Academy's Regulations; or
- 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 Student Code of Conduct.

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 Platinum Academy's Fees Policy.

On termination of the contract and your enrolment, you must return your door pass and any other property owned by Platinum Academy to the Academy office.

7. Intermission of studies

You may be permitted to intermit your studies, with permission from Platinum Academy in accordance with Platinum Academy's policy on intermission of studies.

Platinum Academy may, on occasion and in line with its Fitness to Train policy and the relevant regulations of RSL require you to suspend your studies if it determines that you are not able for any reason to participate in the course.

During the intermission of your training, Platinum Academy may make adjustments to your course, in line with the terms outlined in this document. You will be consulted as soon as Platinum Academy is aware that changes may affect your course.

If your enrolment is interrupted or terminated for whatever reason, this may affect any bursary or scholarship awarded to you.

8. Fees and Costs

This section sets out key conditions relating to fees. You should consult Platinum Academy's Fees Policy for full information on fees and debts.

It is important that you read the Fees Policy carefully as this sets out Platinum Academy's and your respective rights and obligations including but not limited to circumstances in which sums paid to Platinum Academy will be refunded. It also sets out the potential consequences if you fail to make payment, which includes Platinum Academy's 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 Platinum Academy taking legal action against you to recover outstanding amounts.

We may require you to pay a deposit to confirm the offer of a place on a course. Course fee deposits are not normally refundable.

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 Platinum Academy's Fees Policy.

Course fees do not include some personal materials, such as practice and work clothes, kit, and some tools as well as books or scripts. Course fees do not include additional costs such as travel during your course.

It is your responsibility to ensure that all deposits, tuition and other fees and charges payable to Platinum Academy are paid when due. Your offer letter will state the amount of tuition fees that you will be required to pay. Where it is agreed that fees may be paid in instalments, these must be received on time. Late or non-payment may result in your removal from any instalment plan. Unless you have the prior written agreement of Platinum Academy to a different schedule of instalments, course fees must be paid in accordance with the schedule of instalments relating to your specific course, as outlined in the Fees Policy.

If you are paying your course fees with a loan, you must provide proof to Platinum Academy before enrolment that you have the necessary finance in place. If you are not able to provide proof, Platinum Academy may require that you pay the first instalment of your fees yourself.

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 Platinum Academy has received cleared funds.

If you do not pay course fees in accordance with these terms, Platinum Academy 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 Platinum Academy in accordance with its Fees Policy. If you cease to be a student of Platinum Academy because for example you withdraw or Platinum Academy terminates 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

Platinum Academy aims 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, Platinum Academy understands and complies with its legal obligations to act reasonably to safeguard the health and safety of its students.

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.

You should be aware, however, that Platinum Academy 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.

10. Personal belongings and other property

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

11. Criminal convictions

Platinum Academy will consider whether any unspent criminal convictions or related information are compatible with you taking up your place or continuing on your course.

12. Data Protection

Platinum Academy (a "Controller") collects, holds and otherwise processes "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 Platinum Academy which is provided to them by you for its own purpose(s), in accordance with Platinum Academy's Data Processing Statement.

This personal information is generally processed by Platinum Academy for the following general purposes: to administer admissions, courses of study and pastoral care; to manage financial aspects of study, including bursaries, scholarships and prizes; to monitor student performance; to send communications to students and parents/carers; 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).

Please note that by providing your personal information to Platinum Academy as a Controller, you are providing your consent to the processing of that personal information by Platinum Academy 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.

13. Safeguarding and Communication with Parents/Carers

We admit students into our Academy from the age of 16. It is, therefore, why we have set out in our Child Protection and Safeguarding Policy our procedures to ensure a safe, creative learning environment for children, young people and vulnerable adults who are part of our Academy community. We believe that all individuals have a right to learn and develop within a safe environment and we are committed to protecting young people and vulnerable adults from harm. Platinum Academy of Performing Arts also recognises its responsibilities to protect staff, students and volunteers against unfounded allegations of abuse.

14. Course changes, discontinuance, suspension and non-provision

If it reasonably considers it to be necessary, Platinum Academy 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:

- 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);
- Will benefit your or other students' training (for example, enabling you or other students to benefit from additional classes with visiting professionals);
- Are caused by matters outside our control (as set out in condition 18); and/or
- Are in order to comply with changes in the law and/or the instructions of Platinum Academy or regulators (such as the Office for Students), a professional body.

Platinum Academy 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 Platinum Academy's control.

Where changes are to be made to courses 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).

In the unlikely event that Platinum Academy changes a course significantly:

- 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);
- You will be entitled to withdraw from the course by informing Platinum Academy of this intention;

- If you withdraw from the course, Platinum Academy 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
- Where reasonably practicable, Platinum Academy will offer you a place on a course which Platinum Academy deems a suitable alternative.

In the unlikely event that Platinum Academy discontinues, suspends and/or does not provide a course:

- Platinum Academy 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);
- Platinum Academy will refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro rata basis); and
- Where reasonably practicable, Platinum Academy will offer you a place on a course which Platinum Academy deems a suitable alternative.

15. Other changes to the contract

Platinum Academy 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:

- In circumstances where Platinum Academy reasonably considers this to be necessary for the enhancement of its provision in the best interests of students and/or for the appropriate management of its resources and/or its student community; and/or
- In circumstances which are caused by matters outside our control; and/or
- In circumstances which reflect changes in relevant laws; and/or
- In the event of changes to the requirements of Platinum Academy and/or by its regulators (eg the Office for Students) and/or professional bodies; and/or
- In the event of changes in Platinum Academy validation arrangements with RSL.

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

16. Events outside our control

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.

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

- Strikes, lock-outs or other industrial action or disputes (whether involving our workforce or any other party);
- Acts of God, pandemic, quarantine or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;
- War (whether declared or not) or threat or preparation for war;
- Riot, civil commotion, invasion;
- An actual, suspected or threatened act of terrorism;
- Fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;
- National emergencies;
- Breakdown of plant or machinery;
- Default of suppliers and/or sub-contractors; or
- Failure of public or private telecommunications networks.

If an event outside our control takes place that affects the performance of our obligations under the contract:

- We will contact you as soon as reasonably possible to notify you; and
- 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.

17. Complaints Procedure

Platinum Academy welcomes 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.

Platinum Academy's Complaints Procedure outlines the roles and responsibilities of Platinum Academy and RSL in relation to your complaint.

18. Notices

If you have any questions about the contract or any of these terms and conditions, please contact admin@platinumacademy.co.uk

In the event that you need to contact Platinum Academy before commencing your programme, please send your communication by email or in writing to admin@platinumacademy.co.uk

If Platinum Academy needs 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. It is your responsibility to ensure that the contact email address and postal address that Platinum Academy holds for you on file are current.

19. Your right to cancel

When we confirm your place on a course at Platinum Academy, a legal contract is formed with Platinum Academy. For the avoidance of doubt, your place on a course at Platinum Academy is only confirmed when you receive, in response to your acceptance of the Platinum Academy offer, an email from Platinum Academy confirming that you have been accepted onto a course.

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.

The cancellation period will expire after 14 days from the day of the conclusion of this contract. The conclusion is the date on which we confirm in writing that you have been accepted onto the course.

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 admin@platinumacademy.co.uk. You may use the attached model cancellation form, but it is not obligatory.

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.

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.

20. Other important terms

The contract is governed by English law and subject to the jurisdiction of the English courts.

21. Further information

If you have any questions regarding these Terms and Conditions, please contact admin@platinumacademy.co.uk