



London Academy of Music and Dramatic Art: Terms and Conditions (new entrants to Higher Education courses, from academic year 2023-24)

This document sets out the terms and conditions that apply between London Academy of Music and Dramatic Art (“LAMDA”) and students on our Higher Education courses. 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 below.

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 an award. The course is made up of a number of modules. Please note that the term ‘course’ in this document corresponds to the term ‘programme’ in the terminology of the national Quality Assurance Agency for Higher Education (www.qaa.ac.uk).

1. Introduction

- 1.1 As a conservatoire school, LAMDA 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 and allied worlds. Please read the Academy Regulations 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 LAMDA.
- 1.2 LAMDA is a legally autonomous institution which is accountable to the Office for Students for the use of public funding for the provision of higher education. You will be registered with LAMDA. All students beginning degree courses and other higher education qualifications from 1 August 2021 onwards will be working towards qualifications awarded by LAMDA. By agreeing to these terms and conditions, students agree to abide by LAMDA’s regulations, policies and procedures.

2. Our contract with you

- 2.1 These terms and conditions govern the relationship between you and LAMDA 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 LAMDA 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 LAMDA 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 the LAMDA Student Handbook and appendices (available on the internal site LAMDA World);
 - 2.2.2 LAMDA Admissions Policy (available on the LAMDA website)

- 2.2.3 the prospectus and summary course document, which is available on the main LAMDA website;
 - 2.2.4 LAMDA's Academic Regulations and Credit Framework, available at <https://www.lamda.ac.uk/policies-procedures>
 - 2.2.5 The fees section of the Admissions Policy (available on the LAMDA website); and
 - 2.2.6 All other rules, regulations and policies which LAMDA makes for its students from time to time, which will be published on LAMDA World, 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 contact address provided under condition 21.1, below.
- 2.4 The contract may be ended by LAMDA 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 LAMDA's Academy Regulations could result in LAMDA taking action against you under its disciplinary procedures, which could result in termination by LAMDA of your enrolment on your course and of the contract.
- 2.5 LAMDA is a sponsor for the purposes of sponsoring students who wish to study here from outside the UK and has measures in place to ensure that it complies with its 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 at LAMDA will be conditional on you complying with enrolment conditions including any conditions relating to your fees, and enrolling at the start of your course and at 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 induction pack. If you cannot or do not enrol at the designated session you must provide LAMDA with a reason for your non-enrolment which is acceptable to LAMDA 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 LAMDA and this contract shall be terminated.
- 3.3 The deferral of the offer of a place for enrolment in a later year of study is not normally permitted by LAMDA. Failure to enrol at the start of your course in accordance with condition 3.2 will result in your relationship with LAMDA and this contract being terminated and you will need to reapply from the start to be considered for a place to study at LAMDA 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 LAMDA tuition fees and have not been suspended from the course for any reason including, for example, relating to disciplinary or unsatisfactory progress procedures), 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 LAMDA with a reason for your non-enrolment which is acceptable to LAMDA 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 LAMDA and this contract shall be terminated.

4. Your obligations

4.1 In enrolling with LAMDA as a student, you become part of LAMDA's 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 obtained from admissions@lamda.ac.uk. You are required at all times to behave courteously and respectfully towards other students and members of academic and non-academic staff, including visiting professionals, in accordance with the Academy Regulations.

4.2 Your obligations to LAMDA are to:

4.2.1 Pay your course fees and other required fees when due as set out in LAMDA's Admissions Policy and in the offer letter. If you cease to be a student of LAMDA, because for example you withdraw from your course or LAMDA terminates your enrolment, for example due to 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 LAMDA for the use of resources and facilities as set out in the Academy Regulations.

4.2.3 Participate actively in your training, including meeting LAMDA's rules about 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 or performance-based assessment.

4.2.5 Familiarise yourself with and comply with the relevant Regulations, 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 LAMDA.

5. Our obligations to you

5.1 LAMDA's 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.

6. Termination of contract and enrolment

6.1 You may withdraw from LAMDA and terminate this contract and your enrolment as a student at any time by giving written notice to LAMDA by sending 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 LAMDA may terminate this contract and your registration if, in accordance with these terms and conditions and LAMDA's 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 LAMDA (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 the disciplinary procedures or the procedures for unsatisfactory progress, or (in the case of an international student requiring immigration permission to enter or remain in the United Kingdom) if LAMDA removes its sponsorship from your 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 or serious cases of non-approved absence, or serious breach of the Academy Regulations;
- 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 the fees section of LAMDA's Admissions Policy.
- 6.4 On termination of the contract and your enrolment, you must return your student pass and any other property owned by LAMDA to the Estates Team at LAMDA.

7. **Intermission of studies**

- 7.1 You may be permitted to intermit your studies with permission from LAMDA in accordance with the academic regulations. In the case of intermissions of more than one consecutive year, approval shall also be required from the Dean of the Drama School. All periods of intermission count towards the maximum period of time for the completion of your programme.
- 7.2 LAMDA may on occasion, and in line with relevant Regulations, require you to suspend your studies if it determines that you are not able for any reason to participate in the course, for example in accordance with the LAMDA Fitness To Train Policy.
- 7.3 During the intermission of your studies, LAMDA may make adjustments to your course, in line with the terms outlined in conditions 16 and 17. You will be consulted as soon as LAMDA is 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 your offer letter and LAMDA's Admissions Policy (available on the website and on the Student Gateway) for full information on fees and debts.
- 8.2 It is important that you read the fees section of the Admissions Policy carefully as this sets out LAMDA's and your respective rights and obligations including but not limited to circumstances in which sums paid to LAMDA will be refunded. It also sets out the potential consequences if you fail to make payment, which includes LAMDA'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 LAMDA 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 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 detail in your offer letter.
- 8.5 The specialist equipment used in some theatre and related technical specialisms can be expensive, but it is normally possible for LAMDA to supply you with access to the equipment you will need for your course. There are some exceptions, notably the personal tool kit which production and technical arts students will need to purchase. Students accepting a place at LAMDA will be sent a full list of the items they will need.
- 8.6 Course fees do not include personal materials, such as rehearsal clothes/shoes and books.
- 8.7 For students paying Home undergraduate fees who are new entrants to a course in 2022-23 or new entrants to a course in subsequent years, 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 all other undergraduate students and for all postgraduate students who are new entrants to a course in 2022-23 or new entrants to a course in subsequent years, the course fee confirmed in your offer letter may be increased in subsequent years of study. Any such increases will be related only to the costs LAMDA incurs in providing the course concerned, and will be published as far as possible in advance.
- 8.8 It is your responsibility to ensure that all deposits, tuition and other fees and charges payable to LAMDA 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 LAMDA 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 your offer letter and in the Admissions Policy.
- 8.9 If you are paying your course fees with a government-sponsored loan, you must provide proof to LAMDA before enrolment that you have the necessary finance in place. If you are not able to provide proof, LAMDA may require that you pay the first instalment of your fees yourself.
- 8.10 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 LAMDA has received cleared funds.
- 8.11 If you do not pay course fees in accordance with these terms, LAMDA 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 LAMDA in accordance with the fees section of the Admissions Policy. If you cease to be a student of LAMDA, because for example you withdraw or LAMDA terminates your registration, you may still be liable for any course fees and/or other charges which are outstanding, in accordance with the Policy.
9. **Risk of Injury and Health Insurance**
- 9.1 LAMDA 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, LAMDA understands and complies with its 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 Academy. 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 LAMDA courses and their assessments can be physically demanding. In addition, some acting, movement and technical theatre skills by their very nature include 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. For this reason, we would encourage you to consider taking out private health insurance to support you with any medical treatment that you may require. 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 equipment and other property**

10.1 LAMDA can accept no responsibility for loss or damage to your equipment or other property which is incurred at LAMDA 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, trade marks, 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 LAMDA during your course.

12. **Criminal convictions**

As part of your pre-enrolment process LAMDA requires information concerning relevant unspent criminal convictions to be disclosed, so that it may assess whether it is appropriate to permit an individual to join the LAMDA community. LAMDA will consider whether any unspent criminal convictions or related information are compatible with you taking up your place or continuing on your course. You are required to make a similar disclosure each year you re-enrol.

13. **Data Protection**

13.1 LAMDA (as a “Data Controller”) collects, holds and processes “personal data” (which may include “sensitive personal data”, each as defined by the Data Protection Act 1998 and the General Data Protection Regulation) about applicants and students of LAMDA which is provided to them by you (or which is otherwise received from third parties) for their own, separate purpose(s), in accordance with the Privacy Notice published on the LAMDA website.

13.2 This personal information is generally processed by the Controller 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). More

specific details are set out in LAMDA's Privacy Notice (available on the LAMDA website <https://www.lamda.ac.uk/policies-procedures>).

- 13.3 Please note that by providing your personal information to LAMDA, you are providing your consent to the processing of that personal information by LAMDA in accordance with the Privacy Notice and any other information and/or consent form(s) provided to you from time to time.

14. **Safeguarding and Communication with Parents**

LAMDA has policies on safeguarding children and vulnerable adults, and on communication with parents for students who are under 18 years of age or in a vulnerable position. Further information about the policies can be found on the main LAMDA website. LAMDA's safeguarding policy includes provision for complying with the Prevent Duty, under which all relevant higher education providers are obliged to have due regard to the need to prevent people from being drawn into terrorism.

15. **Choice of on-course activities**

- 15.1 Subject to condition 18 (events outside our control) and our rights to make changes to courses and/or to these terms and conditions under conditions 16 and 17, LAMDA will deliver courses as set out in the prospectus and course summary document referred to in condition 2.2.3. However, you should note that the structure of LAMDA's courses requires students to undertake a number of small group performance projects and similar activities and you may on occasion be asked to express preferences for which of the available group performance projects or similar activities you wish to undertake. Whilst LAMDA undertakes to provide each student with an appropriate range of opportunities throughout the duration of the course as set out in the prospectus and course summary, LAMDA does not guarantee to accommodate the individual preferences of students in its allocation of performance projects or similar activities to students, although it will make reasonable endeavours to meet student preferences. Consequently, you may not always be able to take part in the group performance projects or similar activities that you have expressed as being your preferred projects or activities and, where this is the case, LAMDA will not be in breach of the contract.

16. **Course changes, discontinuation, suspension and non-provision**

- 16.1 If it reasonably considers it to be necessary, and following appropriate consultation with any students affected, LAMDA may make reasonable changes to the content, syllabus, mode of delivery, term dates 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 student's 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 LAMDA's regulators (such as the Office for Students), a validating university, and/or professional body.
- 16.2 LAMDA 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 LAMDA's control (as set out in Condition 18).

- 16.3 Where changes are to be made to courses in accordance with condition 16.2 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 LAMDA changes a course significantly:
- 16.4.1 LAMDA 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 LAMDA of this intention;
 - 16.4.3 If you withdraw from the course, LAMDA 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, LAMDA will offer you a place on a course which LAMDA deems a suitable alternative.
- 16.5 In the unlikely event that LAMDA discontinues, suspends and/or does not provide a course, in consultation with the validating university:
- 16.5.1 LAMDA 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 LAMDA 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, LAMDA will offer you a place on a course which LAMDA deems a suitable alternative.
17. **Other changes to the contract**
- 17.1 LAMDA 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 LAMDA 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
 - 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 LAMDA by their regulators (eg the Office for Students) and/or professional bodies; and/or
 - 17.1.5 in the event of changes in LAMDA's validation arrangements.
- 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 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, storm, 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 LAMDA 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 (linked on LAMDA World). LAMDA's Complaints Procedure outlines the roles and responsibilities that apply. 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. **Admission to BA (Hons) 'Top Up' courses**

20.1 Successful completion of the two-year FdA Production and Technical Arts: Stage & Screen does not guarantee admission to the related one year BA (Hons) top up course.

Admission onto the BA is offered only in accordance with the published criteria for admission.

21. Notices

- 21.1 If you have any questions about the contract or any of these terms and conditions, please contact Admissions on admissions@lamda.ac.uk or at 155 Talgarth Road, London, W14 9DA.
- 21.2 In the event that you need to contact LAMDA, please send your communication by email or in writing to Admissions on admissions@lamda.ac.uk or at 155 Talgarth Road, London, W14 9DA.
- 21.3 If LAMDA 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 LAMDA Admissions, admissions@lamda.ac.uk, 155 Talgarth Road, London, W14 9DA. It is your responsibility to ensure that the contact email address and postal address that LAMDA hold for you on file are current.

22. Your right to cancel

- 22.1 When we confirm your place on a course at LAMDA, a legal contract is formed with LAMDA (as explained in condition 2). For the avoidance of doubt, your place on a course at LAMDA is only confirmed when you receive, in response to your acceptance of LAMDA's offer, an email from LAMDA confirming that you have been accepted onto a course.
- 22.2 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.
- 22.3 The cancellation period will expire after 14 days from the day of the conclusion of this contract.
- 22.4 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You should exercise your right to cancel by contacting us at LAMDA Admissions, admissions@lamda.ac.uk or 155 Talgarth Road, London, W14 9DA.
- 22.5 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.
- 22.6 If you cancel this contract within the 14-day cancellation period, we will reimburse to you all payments received from you.
- 22.7 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.

23. Other important terms

- 23.1 The contract is governed by English law and subject to the jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland; if you are a resident of Scotland, you may also bring proceedings in Scotland.