Royal Welsh College of Music and Drama (referred to as "the College" or "RWCMD" throughout): Admissions Terms and Conditions for International applicants offered a place to study at RWCMD.

Congratulations on your offer to study at the Royal Welsh College of Music and Drama.

Please ensure that you have read and understood the Terms and Conditions below before accepting your offer. The RWCMD is a wholly owned subsidiary company of the University of South Wales (USW) and the USW holds the licence to sponsor Student Visas for RWCMD students. RWCMD is named as a site on the USW Sponsor Licence.

It is only after accepting both the Terms and Conditions and your offer that we will issue you with a final Confirmation of Acceptance for Studies (CAS) statement – which is necessary if you need to make a Student visa application.

The RWCMD offers and delivers accredited UK Higher Education awards. These awards are validated by the University of South Wales. Students undertake courses at the Royal Welsh College of Music and Drama which lead to University of South Wales Degrees / awards.

By accepting a place at RWCMD, you agree to be bound by these terms:

1. Application

When you accept the offer of a place at RWCMD, a "Contract" on the terms set out below and specified in the Offer Letter is formed between you and RWCMD.

Your Contract includes these "Admissions Terms" which when accepted secures you a place on your course once you have secured your CAS and gives you the opportunity to enrol if you meet the terms of your offer, your entry requirements and any other special requirements in that are required for entry to your course and you hold a valid UK visa which grants you permission to study. Your Contract also includes the Enrolment Terms and Conditions, discussed below, which are used to manage the relationship after you enrol as a student of RWCMD.

2. Cancellation and refunds

You have a statutory right to cancel your Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at RWCMD. To meet the cancellation deadline, you must send your cancellation in writing to the College before the cancellation period has ended. **You may cancel through UCAS or by sending the form at the end of this document to admissions@rwcmd.ac.uk. If you exercise your right to cancel your Contract, and are holding a CAS, RWCMD will withdraw your CAS and any outstanding Student visa application will be refused.**

If you cancel this Contract as set out above within 14 days from the day you accept the offer of a place, the College will reimburse you for all payments received from you under this Contract for your course. Repayments will only be made to the individual or organisation who actually paid the fees, unless we agree in writing otherwise. No refunds will be made for any other payments, such as rental fees for accommodation which will be managed through a different contract.

If you decide to cancel this Contract after the 14 days cancellation period, the College may not refund payments received from you. Depending on when you cancel the Contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees,

as set out in RWCMD's Tuition Fees and Finance policy and further described in the deposit fee refund policy table set out in this section 2 below.

We can start to provide the Course to you under the Contract before the end of the 14 day cancellation period if you have asked us to do so. This might apply if you have applied via Clearing or very soon before your Course is due to start.

If you enrol and start your course within the 14 day cancellation period, refunds will be managed in accordance with RWCMD's Tuition Fees and Finance procedures and as further described in the deposit fee refund policy table set out in section 2 below.

RWCMD will make the reimbursement without undue delay, and will process the refund no later than 14 days after the day on which it is informed about your decision to cancel this Contract. However, before we can process the refund you must be able to demonstrate to our satisfaction you have remained in your country of residence, have returned there, or if applicable you hold an alternative valid visa status for your presence in the UK. This is to ensure we can comply with our obligations to UK Visas and Immigration (UKVI).

The table below outlines the deposit fee refund policy after the 14 day cancellation period:

Reason for refund	**Amount of refund**
Course or offer is withdrawn or changed substantially by RWCMD before Enrolment	Full refund
CAS is withdrawn as the CAS issued no longer satisfies immigration requirements and/or has been deemed to represent additional immigration risk by USW (as the sponsor licence holder) or UKVI; • The University is required by UKVI guidance to cease sponsorship Continued sponsorship could place the University in breach (or serious risk of breach) of sponsor obligations	Full refund
Refund request made after a CAS is issued but not used	Refund minus the admin fee of £200
Visa refusal notification received, and you have worked with USW's International Student and Immigration Advice (IISA) team and RWCMD to make an Administrative Review, but the outcome was unsuccessful	Full refund if it is not possible for you to defer to the next intake/you do not wish to defer

Reason for refund	Amount of refund
Visa refusal notification received but no engagement on applicant's part with the Administration Review process or you fail to notify USW's International Student and Immigration Advice (IISA) Team and RWCMD in good time about your visa refusal (notification of visa refusal and refusal documentation must be supplied to the Enquiries and Admissions team no later than 20 days after the date of refusal)	Refund minus a £1000 administrative fee which passes on a higher proportion of USW and RWCMD's costs of processing the application and risk of regulatory sanction. Please note: engagement in the administrative review process will reduce this fee to Nil. USW and RWCMD will act to support an applicant to ensure that if an incorrect decision is made that this is appealed in an Administrative Review to ensure that you have a clear Immigration History for any future visa applications.
Any deception, fraud, misrepresentations and/or fake documentation used as part of a visa application and/or used as part of your application to RWCMD or USW at any stage of application or enrolment, including any information or declarations given directly to RWCMD, USW or to an agent or in country manager; and including deception, fraud, misrepresentations, or fake documentation by omission.	No refund
Visa refusal received on the grounds of unsuitable documents that differ from those provided at the point of CAS application and were not verified as suitable by USW IISA team.	Refund minus a £1000 admin fee which passes on a higher proportion of USW and RWCMD's costs of processing the application and risk of regulatory sanction
Applicants subject to the Differentiation Arrangement (otherwise commonly known as low risk) - you are asked by UKVI to provide your documents and either fail to provide them or receive a visa refusal.	Refund minus a £1000 administrative fee which passes on a higher proportion of USW and RWCMD's costs of processing the application and risk of regulatory sanction
You cancel your application after securing a visa and travelling to the UK, within 14 days of the start of your Course	No refund without evidence to USW IISA team and RWCMD's satisfaction confirming you have returned to your home country. On receipt of applicable evidence, a refund minus a £500 administrative fee reflecting the increased costs of processing the application and loss of opportunity of RWCMD after a CAS has been issued and used.

Reason for refund	Amount of refund
You cancel your application after securing a visa but before travelling to the UK	No refund without evidence to USW IISA team and RWCMD's satisfaction that your visa has been cancelled. On receipt of applicable evidence, a refund minus the administrative fee of £500 reflecting the increased costs of processing the application and loss of opportunity of RWCMD after a CAS has been issued and used.

Upon Enrolment, you will become a student of RWCMD and the relationship between you and RWCMD will be governed by both the Admissions Terms set out in this document and the RWCMD Enrolment Terms and Conditions, which have been provided to you and are available here Enrolment Terms and Conditions and included as an appendix to these Admissions Terms and Conditions.

The Enrolment Terms and Conditions include the College's Rules and Regulations, privacy information and other policies found here.

Where there is a difference between the Admissions Terms and Enrolment Terms and Conditions, these Admissions terms will take precedence prior to enrolment and the Enrolment Terms and Conditions will take precedence after enrolment. For example, once you have enrolled, the confidentiality and data protection provisions within the Enrolment Terms and Conditions will apply (and the confidentiality and data protection provisions within the Admissions Terms will not apply).

You should familiarise yourself with the RWCMD Enrolment Terms and Conditions prior to accepting your offer, because by accepting an offer you will be accepting both the Admissions Terms and the RWCMD Enrolment Terms and Conditions, subject to any amendments as set out below, and both sets of terms together form your Contract.

3. CAS & Visa applications

All students who are subject to Immigration Control must check the University of South Wales's information on visas and immigration details which can be found ***here***. This information includes a guide on how to make a Student Route visa application, if you need to do so. You are responsible for ensuring that you provide correct and valid documentation for any visa application. You must also ensure that you make any visa application in sufficient time for you to receive your visa and to travel to the UK for the course start date which is confirmed on your offer letter. You must have a valid visa in place to begin your Course.

The University (& RWCMD) reserves the right to refuse, withdraw, cancel or decline to continue Student Route sponsorship, including the withdrawal of a live Confirmation of Acceptance for Studies (CAS), at any stage in the process where it reasonably considers this necessary to comply with its obligations as a Student Route sponsor, to comply with applicable immigration legislation or UK Visas and Immigration (UKVI) sponsor guidance, or to protect its Student Sponsor licence. Circumstances in which the University may require RWCMD to take such action include, but are not limited to:

- where the applicant or student no longer satisfies the requirements for Student Route sponsorship or in the view of the University there is a significant risk that a visa application may be refused;
- where information or documentation provided in support of an application cannot be verified to the University's satisfaction, or when additional information requested by UKVI cannot be verified to the University's and/or UKVI's satisfaction;
- where the University is required to cease sponsorship in accordance with UK Immigration legislation, UKVI sponsor guidance, policy or instruction;
- where continuing sponsorship would place the University in breach of its sponsor duties, would be detrimental to the University's UKVI Basic Compliance Assessment, or other legal or regulatory obligations;
- where the University identifies concerns regarding the applicant's or student's suitability for sponsorship, compliance with immigration requirements, or the genuineness of their intention to study.
- Where, following the issuance of a CAS, an application using the CAS is not made in a reasonable and expedient timeframe, informed by local visa processing times, immigration risk, and course start date
- Where the applicant or student fails to engage with reasonable requests from the University or representatives for updates regarding a visa application, including any requests from UKVI for further documentation or invite to credibility interview

The University will exercise these rights reasonably and proportionately and will normally notify applicants or students of any decision to withdraw or decline sponsorship before the withdrawal occurs where it is practicable to do so. All decisions made by the University regarding new or continuing sponsorship including the decision to issue, or withdraw a CAS at any time are final.

The issue of a CAS or successful navigation of USW's pre-CAS checks including any internal credibility interview does not guarantee that a visa application submitted to UKVI will be successful. Visa application decisions are made solely by UKVI, and the University is not responsible for UKVI's decision on any visa application, nor is the University responsible for any loss of fees paid to UKVI or out of pocket payments or fees to any other party in the event that a CAS or sponsorship is withdrawn.

If your CAS statement is not used by the enrolment deadline, then it will be withdrawn. You can check visa application times for your country at your local British Embassy or High Commission.

If you fail to make a visa application in time or you provide invalid, factually incorrect or inaccurate or false documentation in a visa application as outlined in the table in section 2 above, you may lose the deposit you pay to RWCMD.

In addition, if your visa application is refused by the UK Visas and Immigration (UKVI), deposit refunds will only be considered in accordance with the deposit fee refund policy above if you submit evidence of your visa refusal notification, using both RWCMD admissions@rwcmd.ac.uk and IISA international.advice@southwales.ac.uk , 7 days of the date of the refusal notification to allow the USW IISA team to explore the possibility of an Administration Review (AR).

Please Note: When you enrol at RWCMD you will receive a link to a copy of our up-to-date Enrolment Terms and Conditions. The terms are also available here Enrolment Terms and Conditions. You need to ensure that you understand the financial implications of switching immigration categories. For example, you may not receive a full refund of fees paid post enrolment if you switch into another type of immigration permission.

By accepting this Contract, you are confirming that you have read the information on visas and immigration and understand that:

- it is your responsibility to check whether you need a visa to study in the UK and any restrictions in place that may prevent you from making a successful visa application and travelling to the UK;
- you agree to follow the advice and guidance given by authorised staff at RWCMD / USW (i.e visa application advice given by the Immigration and International Student Advice Team (IISA));
- all documentation you use in a visa application must be valid and true; and
- you must make a visa application in time for you to travel to the UK and enrol on your course before the last date of enrolment.

4. Provision of Courses and Services

Your start date for your course at RWCMD is set out in the Offer Letter.

The RWCMD Prospectus, and all other printed and web based material informing you about courses, is produced at the earliest possible date to provide maximum assistance to prospective applicants. The contents, together with information provided to prospective applicants on our website, in open days etc (together "Course Information") has been put together conscientiously and RWCMD endeavours to ensure that the Course Information is as accurate as possible at the point of delivery.

It is possible that certain courses referred to in the Course Information (and/or in the Offer Letter) may be subject to change for the principal reasons set out at (a) to (d) below.

All active applicants that have applied, received and/or accepted offers from RWCMD and all enrolled students will be notified as soon as reasonably practicable in any of the circumstances for change set out below. RWCMD's website will also be updated at the same time to reflect any such changes.

This includes where RWCMD needs to make any changes after your Course has commenced and throughout the duration of the Course.

Why the Course may need to change	What does this mean?	What changes may be made?
(a) Health and safety and well-being concerns	RWCMD may need to make further changes through the course of the programme of study if such a change is reasonably necessary or advised due to issues of public health, health and safety and wellbeing, or is in response to Government (including Welsh Government) guidelines.	1. Changing the way we teach and assess your Course such as moving to online delivery of the Course, 2. Changing the timing of the modules/teaching that are part of your Course and the number of classes/lectures/teaching sessions.
(b) Withdrawal	Some courses require a minimum number of students in order to ensure a good student experience.	1. Where a low number of students have shown interest or accepted offers, RWCMD may contact those applicants who have accepted an offer for the relevant course and discuss with them possible alternative options including transferring to another course. *2.* In limited cases, RWCMD may decide to withdraw the course without an alternative.
(c) Changes to Course content to ensure that it reflects academic developments and/or other changes	In certain circumstances it is possible that course content and/or delivery will need to change prior to your commencing the course. These circumstances include: 1. To make updates to Courses to reflect best practice or new academic developments. 2. To refresh Course curricula to ensure they are relevant and up to date for the benefit of students. 3. To improve and enhance students' experience of a course. 4. To incorporate changes arising from student feedback for the benefit of students. 5. To meet external, professional or accrediting body requirements.	1. Change to the timetable for delivery of your Course. 2. Changes to the number of classes/lectures/seminars relating to the Course. 3. Changes to the content and syllabus of your Course. 4. Changes to the way we teach and assess your Course. 5. Introductions of new modules or withdrawals of old modules 6. Changes to resource lists.

Why the Course may need to change	What does this mean?	What changes may be made?
	6. To ensure we are continuing to provide the Course to you lawfully and to safeguard academic standards and quality, for example, in response to external examiner feedback. 7. To reflect changes in student demand for certain modules.	
(d) Changes to Logistics/Personnel	RWCMD operates multiple campuses. In limited circumstances, in the time between provision of the Offer and Enrolment, RWCMD may determine that it is necessary or appropriate to change the location of the delivery of the Course. There might also be circumstances when individual members of staff leave RWCMD's employ or are otherwise unable to deliver an advertised module (e.g. because of unplanned illness or other absence).	1. Change to location of the delivery of the Course where necessary. 2. Where an individual member of staff is unable to deliver the module, RWCMD will endeavour to make arrangements to cover the gap left by the relevant member of staff or to provide alternatives. However, there may be circumstances where the relevant module cannot be delivered.

How will you be notified of the change?
All active applicants that have applied, received and/or accepted offers from RWCMD and all enrolled students will be notified by email as soon as reasonably practicable in any of the above circumstances. RWCMD's website will also be updated at the same time to reflect any such changes.

What are your options?
If RWCMD needs to make any changes before Enrolment of your Course which will have a more significant impact on your Course and these changes will cause you a significant detriment, you have the right to:

1. apply for another course at RWCMD (subject to applicable entry requirements and meeting the requirements of the Immigration Rules as it pertains to course changes);
2. withdraw or defer your application (there will be immigration implications to doing so including the possibility of curtailment or cancellation of your Student Route visa); and
3. submit a formal admissions complaint – the relevant procedure for which can be found here Student Complaints.

If RWCMD needs to make any changes after Enrolment of your Course which will have a significant impact on your Course and these changes will cause you a significant detriment, you have the right to:

1. transfer to another course at RWCMD (subject to applicable entry requirements and meeting the requirements of the Immigration Rules as it pertains to course changes);
2. transfer to another institution (subject to the new institution's admissions requirements and meeting the requirements of the Immigration Rules which would likely require a further overseas visa application);
3. withdraw or defer your enrolment (there will be immigration implications to doing so including the possibility of curtailment or cancellation of your Student Route visa); and
4. submit a formal complaint – the relevant procedure for which can be found Student Complaints.

5. The Enrolment Terms and Conditions

If you accept an offer and enrol at RWCMD, you will be required to abide by, and to submit to, the Enrolment Terms and Conditions. The current and past Enrolment Terms and Conditions are available here: Enrolment Terms and Conditions.

We will always try to minimise amendments to the Enrolment Terms and Conditions, but we reserve the right to make reasonable changes where, in the opinion of RWCMD, it will assist in the proper delivery of education and/or it reasonably considers that it is in the interests of students. Any such amendments will usually be discussed with Student Union representatives prior to changes being formalised.

Why the Enrolment Term and Conditions may need to change	**What does this mean?**	**What changes may be made?**
RWCMD reserves the right to add to, delete or make reasonable changes to the Enrolment Terms and Conditions including the College's Rules and Regulations where in the opinion of the College this will assist in the proper delivery of education.	Updates to Enrolment Terms and Conditions are normally made prior to enrolment for each academic year. A change may be introduced during the academic year where the College reasonably considers it is required by law, funding bodies, public health guidance, it is in the students' best interests or other exceptional circumstances make it necessary. These circumstances include: (a) to review and update the Enrolment Terms and Conditions to ensure they are fit for purpose; (b) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance and concerns of Public Health England and Wales;	This could result in changes to the format and content of the Enrolment Terms and Conditions and the documents referred to in them. The Enrolment Terms and Conditions include acceptance of the College's Regulations, privacy information (Privacy) and other policies (*Policies*). Any of this information may be updated in the ways described. The College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in

Why the Enrolment Term and Conditions may need to change	What does this mean?	What changes may be made?
	(c) to protect and safeguard the health and safety and wellbeing of our staff and students; (d) to incorporate sector guidance or good practice; (e) to incorporate feedback from Students, and/or (f) to aid clarity or consistency of approach.	the changes, if appropriate, and where possible consulting with the Student Union representatives about the impact of the changes.

How will you be notified of the change?

All active applicants that have applied, received and/or accepted offers from RWCMD and all enrolled students will be notified as soon as reasonably practicable in any of the above circumstances. RWCMD's website will also be updated at the same time to reflect any such changes. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. RWCMD will provide adequate notice of proposed changes to students and take all reasonable steps to minimise any disruption to you.

6. Tuition Fees and Deposits

RWCMD charges tuition fees for the delivery of its courses and you will have primary responsibility for payment.

A minimum deposit, as specified in your offer letter, must be paid to the College before a CAS statement can be issued. The deposit will be held against fees for your course and is not usually refundable (please see table at paragraph 2. above). Refunds may be subject to an administration charge. See table above.

If you are a government sponsored student, you will not need to pay a deposit, but you will still need to provide original evidence of your sponsorship.

RWCMD will invoice you (or, if applicable, a third party paying on your behalf) for the tuition fees, to be paid on the date stipulated in the invoice.

If a third party is paying your fees and payment is not made in full by the due date, RWCMD will consider your personal circumstances, and you may be invoiced personally for any outstanding balance.

You are contractually obliged to pay the Tuition Fees and all other charges (the other Charges include charges identified in the RWCMD's Tuition Fees and Finance procedures and estimated additional

costs of study set out on the applicable course page on our website) on the dates they fall due following your acceptance of the offer made by RWCMD. If you fail to make payment of the Tuition Fees, RWCMD reserves the right to suspend and/or withdraw you from your studies.

If you fail to make payment of the Tuition Fees, RWCMD may bring your Contract to an end in accordance with these Admissions terms (as further defined in RWCMD's Tuition Fees and Finance procedures) and withdraw you from your studies. If you hold a Student Route visa, we will also be required to report your withdrawal to the UKVI. The UKVI will then take steps to curtail your visa and you will have to leave the UK.

After Enrolment, if you decide to withdraw from the course, you may still be liable to pay for other charges in other contracts you have entered into, including rental charges for accommodation.

Increases to Tuition Fees
We review and may increase your Tuition Fees each year before the academic year starts. These changes are due to rising costs of delivering our Courses to you, known as inflation. We typically raise your tuition fees based on inflation, but for your certainty the increase will be no more than once per year and capped at either the current Retail Prices Index (RPI) plus 3% or £2,500, whichever is lower. Any decision on an increase to Tuition Fees will be confirmed by RWCMD at the earliest opportunity. We will ensure that students are given clear, intelligible, unambiguous and timely information about any increase in fees in good time, ahead of the next academic year. If there is an increase in Tuition Fees and such increase adversely impacts you, you will have the option of terminating your place on the course and there will be no penalty for doing so where we received your request to terminate before the start of the next Academic Year following an increase in Tuition Fees. **If you exercise your right to cancel your Contract, and are holding a USW Student Route sponsorship, RWCMD will be required to report your withdrawal to the UKVI. The UKVI will then take steps to curtail your visa and you will have to leave the UK.** You must read all the RWCMD information regarding your fees, scholarships, and bursaries, and ensure that you can fully meet your financial responsibilities. You can find this information HERE. For information regarding payment options, withdrawals/suspensions and debt recovery please see RWCMD's Tuition Fees and Finance procedures.

7. After enrolment

If you fail to successfully complete part of your course, you may experience complications and delays in progressing your studies. You might also have to pay additional fees and/or make an additional visa application either in the UK or in your home country (dependant on your circumstances) in line with current Immigration Rules and Student Route Guidance. These will be your own financial responsibility. Your eligibility for Graduate Route may also be impacted. If you do not complete your course within the accepted timeframe you may not be able to attend an RWCMD graduation ceremony.

8. Personal data

Details of how your personal data may be used by RWCMD are detailed www.rwcmd.ac.uk/privacy. The College takes the protection of all personal information seriously and is fully committed to the protection of the rights and freedoms of all individuals. We will process your data according to our

privacy statement, which you can read at www.rwcmd.ac.uk/privacy. Any use of your data will be undertaken in accordance with the General Data Protection Regulation 2018.

Current UK immigration legislation means that RWCMD may be required to share information about you with various agencies. This could be regarding an immigration application you have made or, after enrolment, regarding your academic status. These agencies could include a British High Commission, a British Embassy, UK Visas & Immigration (UKVI) other UK authorities or a financial sponsor if you have one.

By agreeing to this Contract and RWCMD's Enrolment Terms and Conditions, you indicate that you understand we may share your information where legally appropriate and that you agree for these external agencies to share information with us regarding your immigration status or personal situation.

9. Criminal Convictions

All applications will be assessed on merit through the College's standard audition and selection process. Decisions will be made fairly and without regard to information that is not relevant to that process.

Applicants who receive an offer will be invited, at the appropriate stage of the admissions process, to disclose any relevant unspent criminal convictions and/or any offences currently under police investigation. Any information disclosed will be considered in accordance with the College's **Applicant Criminal Convictions Policy**, which is available on our website.

A criminal conviction does not automatically prevent an applicant from studying at the College. However, the College has a duty of care to applicants, students, staff, and visitors, and must consider whether an applicant is suitable to join the College and undertake their chosen programme of study.

If an applicant does not disclose relevant information and the College later receives information from a third party, the **Applicant Criminal Convictions Policy** may still apply. Where such information comes to light after enrolment, it may be treated as an allegation of misconduct and considered under the **Policy and Procedures Governing Student Conduct**.

10. Complaints

As referred to in section 3 above, the procedure for admissions complaints is available here Student Complaints.

11. Events beyond our control

RWCMD is committed to delivering your chosen programme of study together with its other services, however, sometimes we may be prevented from doing so by events that would reasonably considered to be outside of our control, such as an act of God, fire, explosion, flood or other natural disaster, acts of terrorism, civil commotion or riot, embargos, blockades, imposition of sanctions or international or national travel restrictions, pandemic, epidemic or acts or orders of governments.

Where our ability to deliver our services to you is impacted by such an event, we will do all that we reasonably can do to make such changes to our delivery of the services so that we can continue to

provide the services to you, albeit in a different format or using a different delivery method. Where we are able to do this, and RWCMD considers it reasonable, RWCMD will have no liability for any delay in performance of the services or for any changes made so that the services can continue.

Where we are completely prevented from delivering our services to you because of such an event and we are unable to make any changes that would allow us to continue, we may cancel the programme of study and if that happens, we will consider, based on the level of service received up to the date of cancellation, whether or not you are entitled to any potential refund (whether in full or in part as appropriate).

12. Provision and Accuracy of information

It is your responsibility to ensure that any information you provide in connection with your application and enrolment is true and correct.

If any of the information supplied is incomplete or incorrect we reserve the right to take any appropriate action, which may include requesting original hard copy documentation related to your application, verification with third parties and/or withdrawal from the Course bringing an end to your enrolment.

The provision of false or misleading information to RWCMD or any form of deception in your application may make your admission and enrolment invalid and will entitle RWCMD to terminate this Contract with you. We may also refuse to consider any future applications from you.

RWCMD reserves the right to correct errors where they have been made in the communication of decisions and offers.

13. Termination

"College Rules and Regulations" in this section refers to the regulations, policies and procedures applicable to RWCMD students found here *Policies* and includes (but isn't limited to) regulations for academic misconduct, student conduct, fitness to practice, support to study and other regulations where your status as a student may be withdrawn as a result of a failure to adhere to the regulations, policies and procedures.

The relationship between you and RWCMD will end and this Contract will cease to apply if you withdraw from RWCMD in accordance with applicable withdrawal procedures or if we terminate the relationship with you if the following occur or are determined to have taken place in accordance with our College Rules and Regulations:

- if you are required to withdraw in accordance with our College Rules and Regulations which for example may be as a result of your academic performance, academic misconduct, student misconduct, fitness to practice procedures or other disciplinary action by RWCMD and/or
- you are expelled or refused admission to or membership of any organisation which you are expected to attend or be a member of as part of your Course; or
- between accepting an offer and starting your Course there is a change of your circumstances which, in our reasonable opinion, makes it inappropriate for you to study on your Course; or
- in our reasonable opinion you have failed to provide us with all relevant information, or have supplied false or misleading information, relating to your application for your Course; or

- where your behaviour represents a significant risk to the health, safety or welfare of yourself or others; or
- if your continuing registration at the College puts us in breach of any of our legal obligations to comply with UK immigration or other legal requirements; or
- if you fail to maintain employment required as part of your programme, regardless of cause or fault; or
- there is no or limited evidence of your engagement leading to a failure to meet the requirements of our attendance and engagement monitoring processes, which includes support processes and systems; or
- if you have not paid your tuition fees on time and nonpayment has continued following the steps set out in our debt recovery procedure (in accordance with the University's Fee and Debt Management Policy or a relevant partner institution tuition fees policy.

If you fail to meet the conditions of our offer or if you have not already registered at the time of termination, we shall be entitled to refuse to enrol you on your Course. If, at the time of termination you have enrolled, we shall be entitled to require you to stop studying on your Course and leave RWCMD immediately.

On termination, if you hold a Student Route visa, you may also be reported to the UKVI where appropriate. Following reporting, the UKVI may curtail or cancel your immigration permission, and you will need to make arrangements to leave the UK. You are required to return your student identification card, together with all property owned by RWCMD. You must pay all outstanding fees immediately.

Any actions we take under the above will not restrict our ability to take any other action against you that we have the right to take and/or we are legally obliged to take.

14. Documents / Enrolment

Please notify RWCMD if you require any of the documents mentioned above in hard copy.

By accepting a place at RWCMD, you agree to be bound by these terms including the links to Enrolment Terms and Conditions. You have a statutory right to cancel your Contract. The cancellation period will expire at the end of 14 calendar days after the day you accept the offer of a place at RWCMD

Executive Summary of Important Terms:

All information provided within the Admissions Terms and Conditions and the Enrolment Terms and Conditions is important. However, we want to draw your attention to the following:

1. *Specific course entry requirements found on your Course page*
2. *Your cancellation rights*
3. *Changes to the Course* (see table in section 4 – Provision of Courses and Services)
4. *Changes to the Enrolment Terms and Conditions* (see table in section 5 - The Enrolment Terms and Conditions)
5. *Fees and fee increases* (see section 6 – Tuition Fees)
6. *Data protection* (see section 8 – Personal Data)
7. *Complaints (see section 9 – Complaints)*
8. *Providing false information (see section 11 - Provision and Accuracy of information)*
9. *Termination (see section 12 – Termination)*
10. *Others you should review (see links in the RWCMD Terms and Conditions of Course Enrolment* Enrolment Terms and Conditions*:*
    - *Equality and Diversity Statement*
    - *Disability Policy*
    - *Student Conduct*
    - *Academic Misconduct*
    - *Fitness to Practice*
    - *Support to Study*
    - *IT Computing Regulations*

APPENDIX:

RWCMD Terms and Conditions of Course Enrolment 2027/8

Introduction to the Terms and Conditions

The following document outlines the Terms and Conditions of the Royal Welsh College of Music and Drama ('RWCMD' and 'The College'), through which its students enter into a contract with the College.

It contains *six* paragraphs and a student declaration and includes links to a number of important documents. **These Terms and Conditions are an important part of your relationship with RWCMD, and you should spend some time reading them and familiarizing yourself with the linked documents.**

RWCMD is a member of the University of South Wales Group, and USW is the Degree Awarding Body for College. The Terms and Conditions therefore reference USW where this is applicable, and most particularly with reference to Course Regulations and for International Students.

RWCMD publishes and promotes a range of policies and procedures, which explain how aspects of the life and work of the College are administered, supported and organized. Students or their representatives through the Students' Union are included whenever these are written or revised. The policies extend to aspects of legal and statutory obligation, regulation, conduct and mutual obligations within the academic and artistic community. Some of these are referenced directly within the Terms and Conditions, but all are available through the links provided.

In accepting these terms and conditions, and becoming a member of the College, you are agreeing to the principle that such policies and procedures benefit the whole community, and to abide by them. In the same way, RWCMD commits itself to shared responsibility with you, to discharge its legal, statutory and moral responsibilities within the life and work of the College.

Confidentiality and data protection

Personal information you have provided and those obtained from other sources in connection with your studies will be held securely and used by the Royal Welsh College of Music and Drama (the College) during enrolment and after you leave the College for a variety of purposes including the administration of all academic records, student support services (including those relating to health and wellbeing), careers services and the operation of the College's Regulations and Procedures. In addition, the information will be used for research and the compilation of statistics and Alumni administration. The College's full privacy notice can be found here Privacy.

Equality and Diversity Act 2010

We are committed to providing an inclusive learning environment. We do not discriminate unfairly, either directly or indirectly, against members of our community on the grounds of the Protected Characteristics as outlined in the Equality Act 2010.

RWCMD has published a policy entitled Respect in the College Community which articulates its commitment to Equality and Diversity and which may be found here *Strategic Equality*.

International and European Union students studying in the UK

Students who are being sponsored under a Tier 4/Student route visa must also comply with the conditions and/or responsibilities imposed by their visa and cooperate with the University of South Wales in fulfilling its Tier 4/Student route compliance obligations. Student information is disclosed to UK Visas and Immigration (UKVI)/Home Office this could be for example regarding an immigration application you have made or concerning your attendance and engagement, or requests for information, including in connection with the prevention or detection of crime, the administration of illegal working and/or the apprehension or prosecution of immigration offenders.

If you are subject to immigration control and have a different type of visa that allows you to study in the University, you must ensure that you understand and abide by the conditions attached to your visa and comply with changes that UK Visas and Immigration (UKVI)/Home Office may make in relation to your visa type. You must also notify the University of any changes to your immigration situation immediately and must respond to reasonable requests from the University for information regarding your immigration situation, for example evidence of further immigration applications or permission after the expiry of the previous permission. If you do not hold appropriate immigration permission and evidence your right to study on request, you will be withdrawn from your course and this Contract will be brought to an end.

With the exception of fully online courses, as of 30 June 2021, EU students with settled, pre-settled or other EU immigration permission and students travelling from the EU on a visit visa are obligated to evidence that they have appropriate immigration permission in order to enrol and study in the UK.

Complaints

RWCMD recognises that there may be occasions where students feel they have cause for complaint about a service that they have received. RWCMD's Complaints Processes (available here Student Complaints apply to students during their Course and for a period up to 3 months after leaving or graduating the RWCMD.

USW Complaints Regulations can be accessed by students studying university courses at the University's Partner Organisations (e.g RWCMD) where the complaint relates to academic matters.

Where matters are the responsibility of the Partner Organisation (RWCMD) students must access the Partner Organisation's Complaints Procedure – in such cases, students should contact the relevant Partner Organisation's student services for details.

Events beyond our control

RWCMD is committed to delivering your chosen programme of study together with its other services, however, sometimes we may be prevented from doing so by events that would reasonably considered to be outside of our control, such as an act of God, fire, explosion, flood or other natural

disaster, acts of terrorism, civil commotion or riot, embargos, blockades, imposition of sanctions or international or national travel restrictions, pandemic, epidemic or acts or orders of governments. Where our ability to deliver our services to you is impacted by such an event, we will do all that we reasonably can do to make such changes to our delivery of the services so that we can continue to provide the services to you, albeit in a different format or using a different delivery method. Where we are able to do this, and RWCMD considers it reasonable, RWCMD will have no liability for any delay in performance of the services or for any changes made so that the services can continue.

Where we are completely prevented from delivering our services to you because of such an event and we are unable to make any changes that would allow us to continue, we may cancel the programme of study and if that happens, we will consider, based on the level of service received up to the date of cancellation, whether or not you are entitled to any potential refund (whether in full or in part as appropriate).

Student Declaration

- I agree to abide by and observe all regulations applicable to students of the Royal Welsh College of Music and Drama as specified here *Terms & Conditions – RWCMD Students*
- I agree to abide by the student casework regulations and procedures, as specified here *Terms & Conditions – RWCMD Students*
- I understand that if I have a student visa, my official financial sponsor may ask the College to provide my course results and attendance to them.
- I understand that if I have a Student route visa or other visa that allows me to study at any of the College's campuses, I must comply with the terms of the visa and Immigration Authority requirements and I am aware of my immigration responsibilities and the record-keeping and reporting duties of the College as specified here *Terms & Conditions – RWCMD Students* .
- I understand that if necessary and appropriate that during or following any disciplinary investigation, the College reserves the right to inform a relevant professional/external body.
- I acknowledge that tuition fees are due for each year or stage of my course. I agree that, should the Student Loans Company or my sponsor fail to pay my fees, then I will be liable for payment of the fees in full immediately and I am aware of the College's sanctions for non-payment.
- I agree to abide by and observe RWCMD's *Tuition Fees and Finance* procedures and I understand that if I withdraw from my course, any reduction in fees will only be made in accordance with these regulations.
- I declare that, to the best of my knowledge, the information I have given in relation to my enrolment is correct. If any of the information supplied is incomplete or incorrect the College reserves the right to take any appropriate action, which may include withdrawal.
- I understand that by accepting the Terms and Conditions I am entering into a legally binding agreement with the Royal Welsh College of Music and Drama.

Royal Welsh College of Music and Drama

Terms and Conditions of Course Enrolment 2027/8

RWCMD Terms and Conditions of Course Enrolment 2027/8- Links to important documents referenced in the Terms and Conditions

(i) Policies and Procedures

- Respectful Space Statement *https://www.rwcmd.ac.uk/who-we-are/policies-and-procedures*
- RWCMD Commitment to Equality: *https://www.rwcmd.ac.uk/who-we-are/policies-and-procedures*
- Anti-Racism Plan *https://www.rwcmd.ac.uk/who-we-are/policies-and-procedures*
- Health and Safety Procedures https://hub.rwcmd.ac.uk/student-charter/healthhttps://hub.rwcmd.ac.uk/student-charter/health-and-safety/and-safety/
- Information Systems Regulations https://hub.rwcmd.ac.uk/my-onlinehttps://hub.rwcmd.ac.uk/my-online-resources/it/it-regulations/resources/it/it-regulations/
- Privacy Statement www.rwcmd.ac.uk/privacy
- Library Regulations https://www.rwcmd.ac.uk/student-life/library
- Copyright https://hub.rwcmd.ac.uk/student-experience/library/copyrighthttps://hub.rwcmd.ac.uk/student-experience/library/copyright-notes/notes/

(ii) RWCMD Course Regulations and University of South Wales Academic Regulations
https://www.rwcmd.ac.uk/who-we-are/policies-and-procedures and https://registry.southwales.ac.uk/student-regulations/

- Syllabus Documents (to be available on Moodle for Registered Students)
- Extenuating Circumstances
- Appeals Procedures
- Academic Misconduct and Unfair Practice
- DBS Checking

(iii) RWCMD Casework Regulations
https://www.rwcmd.ac.uk/who-we-are/policies-and-procedures

- Student Complaints Procedure
- Regulations Governing Student Conduct
- Fitness to Study
- Suspension of Studies and Withdrawing from Studies
- Student Engagement Policy

(iv) International Students
https://registry.southwales.ac.uk/student-regulations/attendance-monitoring/
https://www.rwcmd.ac.uk/who-we-are/policies-and-procedures

- Compliance and Reporting

(v) Financial Regulations
https://www.rwcmd.ac.uk/welcome-to-rwcmd/before-you-arrive/terms-and-conditions
https://www.rwcmd.ac.uk/who-we-are/policies-and-procedures

- Student Settlement of Fees
- Student Debts to the College
- Financial Contingency Funds

Model Cancellation Form

Royal Welsh College of Music and Drama

UCAS Code (if applicable):

Cancellation Form (may be used if you are holding an offer that you wish to decline)

Please send by email to admissions@rwcmd.ac.uk

Or complete this form and send by post to:

Admissions – Royal Welsh College of Music and Drama

North Road

Cardiff

CF10 3ER

I hereby give notice that I wish to decline my place and cancel my contract with the Royal Welsh College of Music and Drama to study a programme commencing in INSERT MONTH/YEAR.

Name of Applicant: Applicant Number: Course Name :

Address of student:

Signature of student:

Date: