

<Creative Academy>

<Terms & Conditions>

< Academic Year 2020/21 >

Providers name: Slough Borough Council (Creative Academy)

Providers UKPRN: 10005916

Legal address: Slough Borough Council, Observatory House, 25 Windsor Road, Slough, Berkshire SL1 2EL

Main site: Creative Academy, Orchard Centre, 73a Stoke Poges Lane, Slough. Berks, SL1 3NY

Contact point for enquiries about terms and conditions: Jagdev Khatkar (see end of document)

For the purpose of this document and to ensure it is clear to students 'Slough Borough Council' is referred to as 'the Creative Academy'

Document Version: <Version 1.3. (01.09.2020)>

Website: www.creativeacademy.org
Email: info@creativeacademy.org
Telephone Number: 01753 875400

Slough Borough Council
Creative Academy, 73a Stoke Poges Lane
Slough, Berkshire, SL1 3NY

1. Introduction

- 1.1 These Terms and Conditions provide the basis of the contractual relationship between you and the Creative Academy. The contract between you and Creative Academy is entered into once you have accepted your offer to attend the Creative Academy. This contract is subject to consumer protection legislation. You are entitled to terminate this contact within 14 days of accepting your place at the Creative Academy.
- 1.2 The conditions in this document comprise part of the contract between you and the Creative Academy about your course of study. The other parts of the Agreement are:
- 1.2.1 any documents, policies or procedures referred to in these terms and conditions;
- 1.2.2 any document setting out the Creative Academy's offer to you (whether the offer is made directly by Creative Academy or indirectly by UCAS or another authorised agency).
- 1.3 The Agreement comprises the entire understanding between you and Creative Academy about your course and replaces any other undertakings or representations.

2. Enrolment

- 2.1 Enrolment is the process whereby you officially become a student of the Creative Academy. The enrolment process requires you to:
- Ensure that the Creative Academy has the correct personal details for you;
 - Provide proof of your qualifications and fee status
 - Agree to abide by Creative Academy's regulations and policies
 - Pay your tuition fees/confirm who is paying your tuition fees.
- 2.2 You are expected to enrol as notified in your Starter Pack at the start of your course and then subsequently each academic year. Failure to enrol by the advertised deadline may lead to the cancellation of your student status and all rights attached to that status, including attendance and the use of the Creative Academy's facilities.

3. Changes to your course

- 3.1 Creative Academy will make all reasonable efforts to deliver your course and other services and facilities in the way described on the Creative Academy's website [Creative Academy](#) and other publications
- 3.2 In order to ensure that our courses remain current and relevant, they are subject to regular review. From time to time the Creative Academy may need to amend modules, course content or the way that these are delivered. Below is an indicative but not exhaustive list of changes that may be necessary:
- 3.2.1 to alter timetable, location, number of classes and method of delivery of your course, provided such alterations are reasonable and students are provide with notice;

- 3.2.2 to make reasonable variations to the content and syllabus of your course to ensure that the course remains current and relevant or where staff expertise has changed;
- 3.2.3 to suspend, discontinue or combine course of study (for example, because a key member of staff is unwell or leaves the Creative Academy or where there are insufficient students to make the course viable.)
- 3.3 Where such changes are significant students will be consulted. Once any changes are confirmed, we will notify all students and applicants of the changes.
- 3.4 In the unlikely event that the Creative Academy discontinues or does not provide your course or changes it significantly before it begins:
 - 3.4.1 The Creative Academy will use its reasonable endeavours to inform you at the earliest possible opportunity;
 - 3.4.2 The Creative Academy will use its reasonable endeavours to offer you an alternative replacement course either at the Creative Academy or elsewhere at the earliest opportunity.
- 3.5 In the event that you do not wish to accept the replacement course and you notify Creative Academy within 14 days of enrolment, the Creative Academy will make an appropriate refund of any fees and deposits paid.

4. Continued enrolment and student status

- 4.1 You are expected to abide by all Creative Academy regulations, policies and codes of practice that are in force at the time of your enrolment and later as revised and published.
- 4.2 Creative Academy regularly reviews regulations, policies and procedures which affect students. It will make reasonable changes as necessary or in the light of changes in the law or the requirement of Creative Academy's regulators. Where significant changes are made, students will be consulted through their representatives and all students will be informed of the changes once approved.
- 4.3 You must abide by our validating partners, University of West London's Academic Regulations which are available at [Academic Regulations](#). These describe the academic regulatory framework of the University of West London and gives information about the requirements for awards. They include important information about academic performances and requirements for continue study.
- 4.4 You must comply with your obligations as outlined in the Student Charter and the Student Learning Agreement which are available online [Creative Academy](#)
- 4.5 You should provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Creative Academy);
- 4.6 You are expected to take responsibility for your studies including attending all scheduled teaching and submission of assessments.

5. Fees and Payment

- 5.1 You will be informed of your tuition fees as part of your offer letter.
- 5.2 The tuition fees do not include any fees payable for residential accommodation provided to you by any third party, nor do they include examination fees, travelling expenses, field trip expenses, course materials or other miscellaneous expenses which may be related or required as part of your course for example uniform, additional course materials (this is not an exhaustive list). If relevant, you will be informed of these with your offer letter.
- 5.3 Creative Academy charges a Studio Fee of £200 per student on enrolment to a course. The Studio Fee is paid to secure your entry. The Studio Fee is used for expenses you may occur during the academic year such as field trips, merchandise, additional examinations. This fee is non refundable if unused. If required to pay additional fees as you have used the whole amount, the Creative Academy will contact you and provide reasonable time to pay. In this instance payment should be made on receipt of your next scheduled loan payment.

6. Disability Support

- 6.1 If you have additional support needs, you are responsible for contacting the Wellbeing Team at the Creative Academy. Any information you provide will be treated as strictly confidential.
- 6.2 Any delays in disclosing your disability will result in a delay in providing any appropriate support.

7. Criminal Convictions

- 7.1 When you apply to the Creative Academy. You must disclose any unspent criminal convictions. The Creative Academy will consider whether such convictions are compatible with a place on your course. If your course involves working with children or vulnerable adults, disclosure of spent convictions will be necessary and a Disclosure and Barring Service check may be required.
- 7.2 Failure to disclose any relevant criminal convictions could lead to termination of this Agreement by the Creative Academy.
- 7.3 Once enrolled as a student, you must inform the Creative Academy immediately of any criminal convictions received.

8. Insurance

- 8.1 Slough Borough Council has appropriate public liability insurance. It will also provide insurance for any fieldtrips undertaken with the Creative Academy. However you should

ensure that your personal belongings which are brought into the Creative Academy at your own risk.

9. Collection and processing of Data

9.1 The Creative Academy needs to process your personal data for the purposes of administering and managing your educational course and all other services provided to you. Personal data includes your student records, application data, examination marks, residence data, attendance data, accessing learning materials (including our virtual learning environment), other systems and financial data.

9.2 By agreeing to these terms and conditions and enrolling at the Creative Academy you are giving your consent for personal data relating to your enrolment, registration and ongoing participation on a course to be collected, processed and used by the Creative Academy, online learning and teaching services and or its partners and agents. The data will be processed in a way which supports the effective management of the Creative Academy and your course and to support improvements to student experience, engagement and progression. All such processing will be in line with Slough Borough Council's Data Protection Policy.

10. How we communicate with you

10.1 The Creative Academy will communicate with you via the email that is provided when you apply to Creative Academy and then confirmed when you enrol.

10.2 The Creative Academy will also communicate with you via a variety of channels including letters, email and online notices on the Creative Academy website. Once enrolled the Creative Academy will also use other forms of communication such as Whatsapp and a closed Facebook group. You should ensure that you keep your details up-to-date and inform us via email of any changes to your personal details. If you do not have access to a certain platform or communication method you should notify the Creative Academy Business & Quality Assurance Manager to ensure you do not miss any information.

11. Intellectual Property

11.1 Students are normally entitled to the rights to intellectual property they create as part of their course.

12. Feedback and Complaints

12.1 The Creative Academy will regularly ask for your feedback on your course and our facilities and services through module evaluations and surveys.

12.2 If you have an issue with your Course or a particular service, you should raise this informally as soon as possible. If you are unable to resolve it informally you should use the formal complaints procedure. There are three avenues that you may use:

12.2.1 Slough Borough Council - [SBC Complaints](#)

12.2.2 University of West London - [UWL Complaints](#)

12.2.3 Office of Independent Adjudicators - [OIA Complaints](#)

13. Creative Academy's liabilities

13.1 The Creative Academy (an its officers, employees or agents) shall not be liable for:

13.1.1 any loss, theft, misuse or damage to property, including without limit any motor vehicle, cycle, equipment or such other personal belongings whilst such property is on Creative Academy premises;

13.1.2 any loss, expense or damage of any nature suffered by you as a consequence of any data processing undertaken by you or any other third party using any computer equipment belonging to the Creative Academy;

13.1.3 any loss that would not have suffered if you had taken reasonable steps to avoid or reduce the loss.

13.2 Although the Creative Academy will try to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you use such computer equipment and any software provided by Creative Academy at your own risk. The Creative Academy shall not be liable for loss or damage suffered by you as a result of the use of any computer equipment or software provided or made available by the Creative Academy, including any contamination of software or loss of files.

14. Termination of Agreement

14.1 You have the right to cancel this Agreement at any time within fourteen days, beginning on the day you confirm to Creative Academy in writing you accept the unconditional offer of a place on your course;

14.2 You must inform the Creative Academy of your decision to cancel within the cancellation period by using one of the following methods;

14.2.1 Emailing Creative Academy at info@creativeacademy.org;

14.2.2 Writing to Creative Academy at Creative Academy, 73a Stoke Poges Lane, Slough, Berkshire, SL1 3NY.

14.3 If you cancel this agreement within the cancellation period, and your course has not yet started, you will receive a full refund of any fees you have paid for your course.

14.4 Creative Academy will refund money using the same method used to make the payment if you paid directly, or via Student Loans Company if your funding is through Student Loans Company. Creative Academy will process the refund due to you without

undue delay and in any case within the period of fourteen days after the day on which Creative Academy is informed of the cancellation.

14.5 This Agreement will end automatically, subject to your rights of internal appeal, if your studies with the Creative Academy are terminated as a result of:

14.5.1 action taken against you in accordance with the Creative Academy disciplinary or fitness to practise procedures;

14.5.2 a decision of the assessment board, based on your academic performance;

14.5.3 non-payment of fees (either by you or your sponsor), in accordance with the Creative Academy's regulations on payment of fees.

14.6 If at any time this Agreement terminates:

14.6.1 The Creative Academy shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);

14.6.2 The Creative Academy shall be entitled to require you to stop studying on your course and to leave the Creative Academy immediately (if, at the date of termination, you have enrolled);

14.6.3 you are required to return to the office all property owned by the Creative Academy;

14.6.4 you must pay any outstanding fees immediately to any third party organisations in accordance with its written provisions.

15. General

15.1 If any provision of these terms and conditions becomes illegal, invalid, void or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

15.2 Neither you nor the Creative Academy shall be liable to each other for any failure or delay in performing obligations under this Agreement, if the failure or delay is due to any cause beyond that party's reasonable control, for example, fire, flood, terrorism, industrial disputes or national emergencies.

15.3 Only you and the Creative Academy are parties to this Agreement, No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Agreement.

15.4 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

15.5 General Data Protection Regulations

Slough Borough Council and the Creative Academy will ensure the 6 principles of the General Data Protection Regulations are fully met.

- Personal data shall be processed fairly, lawfully and transparently
- Personal data shall be obtained only for one or more specified, explicit and

lawful purposes

- Personal data processed shall be adequate, relevant and not excessive
- Personal data shall be accurate and, where necessary, kept up to date
- Personal data shall not be kept for longer than is necessary
- Technical and organisational measures shall be taken against unauthorised or unlawful processing

The Creative Academy will also be explicit about:

- The purpose for which the data is being collected
- The legal basis for doing so
- The name of the data controller
- Whether the data will be shared, who with and under what circumstances
- Information about the subject's rights of access to their data
- How long you expect to keep the data, or reference a retention schedule which is used to decide

Reviewing this policy

The Creative Academy terms and conditions will be regularly reviewed to ensure they are fair and balanced. Student representation will be part of the process to ensure that it is fair and clear. Any changes to the terms and conditions will be uploaded to the website ensuring that it is accessible to prospective and current students and any changes that are significant, information provided to students in the form of a bulletin.

For general enquiries and/or complaints regarding this plan please contact the Creative Academy using the information below:

- By phone - 01753 875400
- By email - info@creativeacademy.org
- By post - Creative Academy, 73a Stoke Poges Lane, Slough, Berkshire, SL1 3NY
- By website - using the contact us page
- Complaints - please see the complaints process on the website.