

## Terms & Conditions for Accredited Programmes: full-time and part-time – 2022/2023 Academic Year

These Terms and Conditions for students form part of the agreement between you and the Institute of Contemporary Music Performance (ICMP) under which you agree to enrol and study on a programme at the ICMP, and we agree to provide you with our tuition and related services.

These Terms set out your rights and obligations, as well as our obligations and the limitations of our liability to you under the agreement. Therefore, it is important that you read and understand these Terms before you accept an offer to enrol on the programme.

If you do not understand any part of this document, please contact our Admissions team at [enquiries@icmp.ac.uk](mailto:enquiries@icmp.ac.uk) before registering on a programme.

The definitions set out below apply in these Terms:

CAS	Confirmation of Acceptance for Studies – an electronic document given to students studying on a Student visa.
Fees	The tuition fees for your programme.
Programme	Any MA, MMus, BMus, BA, or CertHE programme taught at the ICMP or any other diploma or certificate programme which leads to a recognised higher education award. Our non-accredited programmes which do not lead to any diploma or certificate are covered by separate Terms and Conditions
Programme Leader (PL)	The academic lead for your chosen programme as notified to you at Induction
Terms	These Terms and Conditions
UKVI	UK Visas and Immigration
We, us, or our	The Institute of Contemporary Music Performance (ICMP), registered in England and Wales (04780788) at 1B Dyne Road, London, NW6 7XG

If any of these Terms are inconsistent with any term or condition set out in our offer letter/email, the offer letter/email shall prevail. These Terms together with your admissions offer and the Debtor Management policy form your contract with the ICMP.

All policies can be found on our [Policies and Planning webpage](#).

### 1. Registration

1.1. To study a programme at the ICMP, you must:

- 1.1.1. apply in line with the [Admissions policy](#).
- 1.1.2. Receive an unconditional offer from the ICMP.
- 1.1.3. Accept this offer in accordance with the Admissions policy.

1.2. To register online for your programme, log in to [gateway.icmp.ac.uk](http://gateway.icmp.ac.uk):

- 1.2.1. complete the required steps.
- 1.2.2. agree to pay the fees required for your programme (unless you have already paid the fees).
- 1.2.3. confirm that you accept these Terms and Conditions.

- 1.3. If you do not complete Online Registration within the required timeframe as detailed in our regulations, our offer and your acceptance will be withdrawn.
- 1.4. Once you have registered online for your programme, you will be invited to the Induction and Enrolment event where you will be formally enrolled on your programme.

## 2. Re-Registration

- 2.1. If your programme is longer than one academic year, to progress to the second and any subsequent academic years of your programme you must:
  - 2.1.1. have met the academic conditions for progression as set out in the [Academic Regulations](#).
  - 2.1.2. not owe the ICMP any fees for the previous year(s).
  - 2.1.3. have a satisfactory attendance and conduct record as required by the Academic Regulations.
  - 2.1.4. complete the re-registration process at [gateway.icmp.ac.uk](http://gateway.icmp.ac.uk). You will be sent an email to notify you when re-registration is live.
- 2.2. If you fail to meet, or fail to do, any of the requirements or actions specified in paragraph 2.1 then your place on the programme will be withdrawn and the agreement between us will terminate immediately.

## 3. Induction and Enrolment

- 3.1. Following completion of Online Registration, we will provide you with details for Induction and Enrolment.
- 3.2. You will be required to provide us with the following:
  - 3.2.1. documentation to verify your identity.
  - 3.2.2. if you do not hold a British passport, your current original passport and original documents showing your right to study in the UK (not copies).
  - 3.2.3. qualification certificates and/or exam results if requested by the ICMP staff (you will be contacted if these are required).
- 3.3. If any information or document provided under 3.2 is found to be fraudulent, untrue, or misleading, or is not provided when requested, we may withdraw your place on the programme and terminate the agreement between us immediately in line with the student disciplinary procedures.
- 3.4. We will verify that your tuition fees have either been paid (for the full programme if the programme duration is one year or less) or for the first year (if the programme duration is more than one year) by you or your financial sponsor, or that Student Finance England/Wales/Northern Ireland/Student Awards Agency Scotland will be paying your fees.
- 3.5. If you do not provide us with the information requested, or we are unable to verify that your tuition fees have been paid (or will be paid by Student Finance England/Wales/Northern Ireland/Student Awards Agency Scotland), to our satisfaction, we may withdraw your place on the programme and terminate the agreement between us immediately.
- 3.6. Once the steps in paragraph 3.1-3.4 have been completed, you will be formally enrolled on your programme.

## 4. Right to Study in the UK

- 4.1. The ICMP has a legal obligation to ensure all students have the right to study in the UK.
- 4.2. We may request documents and information from you to ensure we are meeting our obligations.
- 4.3. Students studying in the UK on a Student visa may be subject to additional requirements or limitations, for example a required level of attendance or limitations around programme transfers or intermissions. Students studying on a Student visa are encouraged to discuss any changes to their programme with the Visa Compliance Officer.
- 4.4. If you are studying in the UK on a Student visa:
  - 4.4.1. you understand that the ICMP is your visa sponsor.
  - 4.4.2. you confirm that you enter into this agreement for the purposes of undertaking and completing your programme and not for any other purpose, including without limitation to seek employment or healthcare during the period of the programme.
  - 4.4.3. you confirm you will adhere to all rules, regulations and requirements as stipulated by the UKVI and by us regarding student visas. The UKVI rules, regulations, and requirements can be found at [www.gov.uk/student-visa](http://www.gov.uk/student-visa)
  - 4.4.4. you understand that should your visa be refused, or if you lose the right to study in the UK, you will be withdrawn from the programme with immediate effect.

## 5. Fees

- 5.1. Programme tuition fees are detailed at [www.icmp.ac.uk/study-at-icmp/fees](http://www.icmp.ac.uk/study-at-icmp/fees) and are confirmed in your Admissions offer. You may be liable to pay revised fees annually for the duration of your programme. Undergraduate fees for 'Home' students may increase or decrease as set out by the UK government, and you will be notified of any changes in advance.
- 5.2. You must pay the tuition fees for the full programme (if the programme duration is one year or less) or for the first year (if the programme duration is more than one year) at least 30 days before the start of the academic year unless you have an agreed upon payment plan at the discretion of the ICMP.
- 5.3. If you require a CAS to study in the UK on a Student visa, a minimum payment of half of your tuition fees must be made before your CAS can be issued. The other half of the fees will be expected at least 30 days before the start of the academic year unless you have an agreed upon payment plan at the discretion of the ICMP.
- 5.4. If a financial sponsor is paying your fees on your behalf, you must ensure the financial sponsor is made aware of these Terms before you accept our offer. You are responsible for payment of your fees even if you arrange for a financial sponsor to pay these on your behalf. Our agreement is with you and not with any financial sponsor.
- 5.5. We endeavour to ensure that the fees are accurate at the time of publication. If the fees change, we will notify you in writing when we make our offer. We have no control over or responsibility for fees payable to third parties, such as accommodation costs.

- 5.6. If you fail to pay all or any part of your fees for any reason, we reserve the right (at our discretion) to take one or more of the following actions:
- 5.6.1. suspend or exclude you from your programme.
  - 5.6.2. withhold your academic award.
  - 5.6.3. revoke any invite to a Graduation or awards ceremony.
  - 5.6.4. withhold any documentation required for a visa extension.
  - 5.6.5. take legal action against you to recover the fees payable to us, plus our reasonable expenses for the costs of taking such an action.
  - 5.6.6. terminate our agreement immediately on written notice.
- 5.7. Prior to taking any actions listed in paragraph 5.5 we will use reasonable endeavours to contact you to request payment and discuss how the issue may be resolved.
- 5.8. Students are encouraged to familiarise themselves with the [Debtor Management policy](#) and the [Refund policy](#) for information regarding the payment of fees.

## 6. Additional costs

- 6.1. You may be required to pay additional costs for items not covered by your tuition fees during your studies. These could include, but are not limited to, costs for:
- 6.1.1. field trips.
  - 6.1.2. books.
  - 6.1.3. equipment and/or instruments.
  - 6.1.4. any damage caused to hired/loaned equipment or instruments.
- 6.2. You are also expected to cover your own living costs whilst studying at the ICMP for example your accommodation, travel costs, food, and other essentials.

## 7. Programme transfers

- 7.1. We may permit programme transfers in our absolute discretion.
- 7.2. If you wish to transfer programmes, you must meet with your current Programme Leader (PL) and the Programme Leader of your proposed new programme. If both PLs agree to the transfer, a completed transfer form signed by you and both PLs should be submitted by one of the PLs to the relevant Programme Administrator.
- 7.3. If you are studying in the UK on a Student visa, there may be additional criteria. Students on a Student visa are encouraged to discuss their decision with the Visa Compliance Officer to ensure the new programme meets the UKVI requirements including the progression requirement.

## 8. Your Cancellation Rights

- 8.1. You have the right to withdraw from your programme at any stage however there are likely to be implications on your fee liability.

### Cooling-off Period

- 8.2. You have the legal right to change your mind and cancel the agreement between us within 14 days from start of teaching week (the "Cooling-off Period"), without giving a reason. We will refund any tuition fees already paid to us by you or any financial sponsor. Any refund payable to you under this clause will be paid within 14 days of you cancelling the agreement.

8.3. To cancel the agreement with us, please let us know by sending a clear statement setting out your decision to cancel the agreement between us to [enquiries@icmp.ac.uk](mailto:enquiries@icmp.ac.uk). You may use the [cancellation form found on our website](#) but it is not required.

### After Cooling off Period

8.4. As detailed in the [Withdrawal and Intermittence Policy](#), if you wish to withdraw from your programme after the cooling-off period, you must meet with your current Programme Leader (PL) or your Programme Administrator. A completed withdrawal form signed by you and your PL should be submitted to the relevant Programme Administrator.

8.5. Dependant on the timing of your withdrawal, you may remain liable for part or all your fee in line with our [Debtor Management policy](#). As detailed in paragraph 5.7, students are encouraged to familiarise themselves with the [Debtor Management policy and the Refund policy](#) for information regarding the payment of fees.

8.6. Students funded via loans and/or grants from the Student Loan Company, Student Finance England/Wales/NI or the Students Award Agency for Scotland and who subsequently withdraw from, discontinue, or suspend their studies at the ICMP are still liable for the fees due for their period of study, including any shortfall between the tuition fee liability and the amount received by the ICMP from the above organisations.

8.7. Tuition fee liability points after the cooling off period for Undergraduate and Postgraduate programmes are as follows:

Timeline	Liability
Post cooling off period but before the start of week 6 of student's first semester	25% liability of annual Tuition Fee
Week 6 to last day of Semester A	50% liability of annual Tuition Fee
Thereafter	100% liability of annual Tuition Fee

## 9. Your Obligations

9.1. You agree to:

- 9.1.1. register at the start of the programme and, if the programme duration is longer than one year, at the start of each subsequent year of your programme.
- 9.1.2. attend Induction and Enrolment at the start of your programme.
- 9.1.3. register with any applicable professional bodies as a student member.
- 9.1.4. at all times throughout your programme, comply with:
  - 9.1.4.1. these Terms.
  - 9.1.4.2. all [policies and procedures](#) and particularly the Academic Regulations, Acceptable use of IT, Social Media, and Student Communication policies.
  - 9.1.4.3. the reasonable requests of our teaching and support staff.
- 9.1.5. at all times throughout your programme, comply with all requirements imposed by UK law, regulation, or judicial order.
- 9.1.6. submit your own work, not plagiarise the work of others, or purchase work from contract cheating services.

9.2. You are required to keep us informed of:

- 9.2.1. any changes to your personal information (including your home address, telephone numbers and next of kin).
  - 9.2.2. any change in your visa status.
  - 9.2.3. any criminal charges pending against you immediately after receipt of any such charge or conviction if these arise during your programme.
- 9.3. You are required to always behave appropriately and in such a manner as not to:
- 9.3.1. cause a nuisance, injury, or damage to other persons (in particular, other students, our employees, contractors, agents, and any visitors) or to any of our property.
  - 9.3.2. impede or prevent the provision of any programme or programme of study offered by us.
  - 9.3.3. cause damage to our reputation.
- 9.4. In line with the [Drugs and Alcohol policy](#), you must not enter any building or attend any scheduled teaching activity or independent booked session whilst under the influence of illegal or other unauthorized drugs and/or alcohol.
- 9.4.1. Exemptions will apply for the consumption of alcohol as part of a licensed event.
- 9.5. You are required to attend and engage with your programme in full and comply with our attendance requirements.
- 9.6. The ICMP has developed a [Student Charter](#) in collaboration with our student body. This charter details how we all create a professional, supportive, and welcoming community. We expect all students to follow the standards set out in the Charter.

## 10. Our Rights and Obligations

- 10.1. We shall provide our tuition services with reasonable skill and care.
- 10.2. We have the right to revise and amend these Terms from time to time and we will give you prior notice of any changes to our Terms.
- 10.3. The ICMP is committed to providing and developing a creative and inspiring learning environment. Therefore, we may make changes to services or academic provision if we deem necessary.
- 10.4. We reserve the right to:
  - 10.4.1. change programme dates.
  - 10.4.2. cancel programmes or modules.
  - 10.4.3. change tutors.
  - 10.4.4. modify curriculum content.
  - 10.4.5. change additional fees.
  - 10.4.6. change teaching locations.
- 10.5. Reasons for changes may include:
  - 10.5.1. the non-availability of venues.
  - 10.5.2. insufficient take-up of the relevant programme.
  - 10.5.3. ensuring the currency of curriculum content.
  - 10.5.4. sickness or other unavailability of tutors.
- 10.6. We will give as much notice and explanation of any such change as is reasonably possible, consult with students as necessary and appropriate, and where possible, we will try to offer an alternative academic programme (visa regulations permitting).

- 10.7. If any change we make adversely affects you, you may withdraw from the programme and terminate our agreement immediately by written notice and we will reimburse you for any reasonable costs already incurred by you in relation to the programme, such as visa fees and travel costs directly related to the programme and:
- 10.7.1. if you withdraw prior to the programme start date, a full refund of the fees already paid to us.
  - 10.7.2. if you withdraw on or after the programme start date, we will provide you with an appropriate refund taking into consideration the proportion of the programme completed at the time of termination of our agreement.
- 10.8. We monitor your attendance and engagement in accordance with our policy set out in the Programme Handbook.
- 10.9. We will meet the standards expected of the ICMP set out in the [Student Charter](#).

## 11. Termination of these Terms

- 11.1. You may terminate this contract and withdraw from your studies at the ICMP at any time as detailed in section 8 of these Terms and in the [Withdrawal and Intermittence policy](#).
- 11.2. We may terminate this contract and withdraw you from your studies at the ICMP under the following non-exhaustive circumstances:
- 11.2.1. if your attendance is not, in our reasonable discretion, of a satisfactory standard (regardless of the reason for any absence and whether on a cumulative or consecutive basis), we will provide written notice to you that continued failure to attend the programme may result in your dismissal from the programme. If your attendance on the programme continues to be unsatisfactory, we reserve the right to dismiss you with immediate effect at any time from the programme and terminate our agreement immediately.
  - 11.2.2. if you fail to comply with your obligations as detailed in section 9 of these Terms or breach the ICMP [Academic Regulations](#), we may at our discretion notify you of such failure and where appropriate arrange a meeting with you, the outcome of which may include temporary or permanent withdrawal with immediate effect in line with the student disciplinary code.
  - 11.2.3. if you do not pay your fees.
  - 11.2.4. if you do not register or re-register by the required deadline for your programme.
  - 11.2.5. if you do not meet progression requirements at the end of your academic year as detailed in the Regulations.
  - 11.2.6. if you no longer have the right to study in the UK under immigration rules.
  - 11.2.7. if you are studying in the UK on a Student visa but you do not complete your programme within the timeframe specified in your CAS.
- 11.3. Please note that in the event of termination, we may notify any of the following (as applicable) that you are no longer a student in line with our obligations as a Higher Education Provider:
- 11.3.1. The Student Loans Company, Student Finance England/Wales/NI/SAAS.
  - 11.3.2. UKVI if you are studying in the UK on a Student visa – a termination will result in the withdrawal of your sponsorship.
  - 11.3.3. your financial sponsor where applicable.
  - 11.3.4. your parent(s) or legal guardian if you are under 18 years old.
  - 11.3.5. any relevant authority (e.g., NHS, Transport for London, Local Council, your bank or HM Revenue and Customs).

## 12. Information Sharing and Data Protection

- 12.1. By completing Online Registration, you confirm that you have read the ICMP [Data Protection Policies](#), and that you understand the ICMP is governed by the UK General Data Protection Regulations (GDPR) and the Data Protection Act 2018.
- 12.2. You understand that information provided by you in your application and/or Online Registration may be shared with internal departments for the provision of services – for example Careers, the Library – as well as external statutory bodies like HESA, the Office for Students, UKVI etc.
- 12.3. You understand that your data will be shared with some external service providers who assist the ICMP in delivering student services, all of whom are contractually engaged by the ICMP and who comply with the UK's Data Protection legislation.
- 12.4. You understand that your data will be used for the monitoring of attendance and engagement on your programme.
- 12.5. Please refer to the Data Protection Policy for details of how we use the information that we collect from you.

## 13. Intellectual Property

- 13.1. The copyright, design right and all other intellectual property rights in any programme materials and other documents or items that we prepare or provide in connection with any programme taught at the ICMP will belong to us, or our licensors, absolutely.
- 13.2. You may not use the materials, documents or other items detailed in paragraph 13.1 for any commercial purpose.

## 14. Complaints

- 14.1. If you have a complaint relating to any academic or non-academic aspect of your studies, please refer to our [Student Complaints Procedure](#). We agree to comply with our obligations set out in the Student Complaints Procedure. In some cases, there is a right of appeal to the [Office of the Independent Adjudicator \(OIA\)](#).

## 15. Events Outside Our Control

- 15.1. We will not be liable or responsible for any failure to perform, or delay in performing, any of our obligations under these Terms that is caused by an event outside our reasonable control, including changes in applicable laws, actions or delays by any government authority, or refusals by any such authority to grant any necessary licence ("Event Outside Our Control").
- 15.2. Our obligations under these Terms will be suspended for the period that the Force Majeure Event continues, and the time to perform these obligations shall be extended for the duration of that period. We will take reasonable steps to bring the Event Outside Our Control to a close or to find a solution by which our obligations under these Terms can be performed despite the Event Outside Our Control.

## 16. General liability

- 16.1. Subject to paragraph 16.2, if we fail to comply with the agreement between us, we are responsible for loss or damage you suffer that is a foreseeable result of our failure to comply with our agreement, but subject to paragraph 16.3, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is



obvious that it will happen or if, at the time the agreement between us was made, both we and you knew it might happen.

- 16.2. Subject to clause 16.3 (below), our total liability to you under our agreement shall not exceed the total fees payable and any reasonable costs already incurred by you in relation to the Programme, such as visa fees, accommodation costs and travel costs directly relating to the Programme.
- 16.3. Nothing in this agreement shall exclude or limit in any way:
- 16.3.1. either party's liability for death or personal injury caused by its negligence.
  - 16.3.2. either party's liability for fraud or fraudulent misrepresentation.
  - 16.3.3. any liability we may have which cannot be excluded or limited under laws relating to discrimination, occupier's liability, or health and safety.

## 17. General

- 17.1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful, or unenforceable to any extent, such term will, to that extent only, be severed from the remaining Terms, which will continue to be valid to the fullest extent permitted by law.
- 17.2. At any time while this agreement is in force, if we fail to insist that you perform any of your obligations under this agreement, or if we do not exercise any of our rights or remedies under this agreement, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 17.3. A person who is not party to this agreement (including without limitation any party that is responsible in whole or part for your fees) shall not have any rights under or in connection with it.
- 17.4. Subject to paragraph 16.2 and 16.3, no variation of these Terms shall be effective unless it is in writing and signed by you and us.
- 17.5. These Terms are governed by English law, and you and we agree to the exclusive jurisdiction of the English courts.