

## **Undergraduate Student Terms and Conditions for Students Studying at Guildford or Birmingham**

The starting point for the legal contract between a student and ACM Guildford Ltd (ACM) is based on your acceptance of an offer and subsequent enrolment on a course. This includes acceptance of a place through UCAS or any other agency where applicable.

**By accepting a place on a course, you will enter into a legally binding contract with ACM which can only be varied by agreement in writing. You accept and agree to be bound by these Terms, which include the relevant annual fee schedules, for the duration of your enrolment and following return from any temporary interruptions to your study.**

**Your enrolment covers the period from your initial registration on a course up until the point where you successfully gain the qualification you applied for. These terms will only cease to apply when you either decide to cancel or withdraw your place at ACM in writing or if ACM terminate your place in writing due to non-payment of fees or in accordance with the Academic Regulations, Academic Integrity and the Student Disciplinary Policy.**

**Please note the formal course you will undertake whilst studying at ACM Guildford Ltd will, upon successful completion of the course, result in you being awarded a Bachelor Honours Degree in Music Industry Practice. The UCAS course you applied and accepted a place on will be reflected in your pathway of specialism.**

**If you can cancel your place within 14 days of agreeing to these terms, you will not be liable for any course tuition fees. If that cancellation happens during your cooling off period but more than 14 days after the formal course start date, ACM has the right to charge a pro-rata fee for the provision and support that has been provided. These terms will only cease to apply when you either decide to cancel your place at ACM in writing or if ACM terminate your place in writing due to non-payment of fees, in accordance with the Academic Regulations or the Disciplinary Policy.**

If you are currently studying for an entry qualification for your course; and fail one or more assessments or fail to achieve the grade required to meet the conditions (if any) of your offer, you should confirm this via email to [admissions@acm.ac.uk](mailto:admissions@acm.ac.uk) as soon as possible - it may affect your eligibility to start your course at ACM. If you fail to do so, you will be held liable for your course fees in accordance with the Fee Schedule.

By accepting a place at ACM, you are agreeing to adhere to the following terms and conditions and all ACM statements and policies. Before starting on a course at the ACM, you will need to familiarise yourself with the following specific regulations:

- Data Access and Protection;
- Fee Schedule and Finance Policy;
- Withdrawal, Interruption and Transfer Policy
- Academic Regulations;
- Acceptable use of IT and E Safety;
- Admissions Policy and Criminal Conviction Policy;
- Academic Integrity policy; and
- Student Disciplinary;
- Student Charter

ACM may make changes to our articles, regulations, policies and procedures (including these terms) where we reasonably consider necessary and of benefit to our students (for example in light of changes in the law). Such changes, if significant, will normally come into force at the beginning of the following year. All students will be informed of any significant changes affecting them.

Please note any work completed or submitted by a student whilst on an undergraduate course at ACM, including any original scores or songs, will remain the intellectual property of the student and will not be owned, in any way, by ACM or its subsidiaries.

## **1. Data Protection**

1.1 The primary purposes we process information about individuals include:

- to enable us to collect interest from prospective students wishing to study at ACM;
- to enable us to communicate marketing and operational messages to you via multiple platforms including social media, email and SMS;
- to enable us to administer student-related functions from original applications through to graduation and to provide alumni services;
- to plan and account for the use of the services and facilities provided;
- to produce information including statistics for relevant external agencies such as the Higher Education Statistical Agency (HESA) and the Office for Students (OfS);
- to provide support services, including financial, pastoral and IT/learning resources;
- to monitor, develop and update ACM systems to ensure they continue to operate effectively and securely;
- to enhance the student journey, via the use of Learning Analytics and management information;
- to monitor equality and diversity objectives within ACM and;
- to gather feedback from prospective students.

1.2 ACM may disclose your data to certain outside organisations as outlined in the Fair Processing Notice such as Student Sponsors (including LEA's, the Student Loans Company and Funding Councils); Relevant government departments including Council Tax officers, the Home Office, HESA, OfS, HEFCE, Agencies working on the National Student Survey and Partner institutions; Current or potential employers. If you are sponsored, during the period of support, ACM may disclose information about your progression to the sponsor.

1.3 More widely, ACM is committed to meeting the entirety of its responsibilities to current and former students and staff under the General Data Protection Regulation (GDPR) and related legislation taking these matters very seriously. We will always ensure personal data is collected, handled, stored, shared, retained and disposed of in a secure manner.

1.4 A copy of the full ACM data protection policy is available at <https://www.acm.ac.uk/policies/>

## **2. Financial Liability**

2.1 Your acceptance of an offer on a course constitutes acceptance of the financial liabilities for that programme. You will retain the liability for fees even when a third party is expected to meet the costs of tuition.

2.2 Your course fees include tuition, digital learning resources and first attempt examination or assessment fees. Course fees exclude reassessments, repeat module tuition, equipment costs, materials and graduation ceremonies. In the event that you need to take a reassessment you must pay any prescribed fee on registration for the reassessment, unless agreed otherwise with ACM.

2.3 You must pay your course fees in accordance with any instalment plan you agree with ACM Finance. Late or non-payment of fees may lead to cancellation of your course place with ACM, exclusion from assessments, leave assessments unmarked, withhold results or the inability to progress into any subsequent year or level of a course. Access to ACM's buildings and IT services may also be withheld. Should fees be outstanding on completion of the course, ACM reserves the right not to issue any certificates or transcripts until any fee debt is cleared.

2.4 Tuition fees may increase or decrease for every new academic year and for new intakes of each course. Although any undergraduate fee increases at ACM will not exceed the Government's fee cap, you should be aware that you may be charged different fees for subsequent years of your course.

2.5 If you or ACM cancel or withdraw your place, the full extent of fee liability will depend on the cancellation date. The date of cancellation will be the date the Student Change Request form is submitted or, if prior to course start, the date the request is received in writing by admissions. Alternatively if your place is cancelled by ACM, it would be the date the decision is put in writing.

### **3. Requests to transfer route/ pathway, cancel a place, repeat studies, interrupt or withdraw from a course.**

3.1 Requests to change any course details, withdraw or cancel your place needs to be sent to the following locations, depending on when your course started:

Prior to course start– [Admissions@acm.ac.uk](mailto:Admissions@acm.ac.uk)

After formal course start date – [studentengagement@acm.ac.uk](mailto:studentengagement@acm.ac.uk)

3.2 There is no automatic right to a change route/ pathway (transfer), repeat or interrupt of studies. Each request will be considered based on the individual request and circumstances, in line with ACM's Withdrawal, Interruption and Transfer Policy.

3.3 Each request to transfer route/pathway should be submitted within the first 4 weeks of module start dates to ensure that your academic achievement is not adversely affected. Transfer requests received outside this time frame will normally only be considered in exceptional circumstances and will require APEL approval before being processed by ACM's Student Engagement team.

3.4 Transfer requests where the period of study is extended or a request to repeat a study period, are likely incur an additional fee to cover the additional teaching and support required.

3.5 Where a student requests to interrupt their studies, the date of interruption will be taken as the date that the Student Change Request Form is completed. A student would be expected to return at the same point in the following academic year. If a student decides to return to the course early, additional fees may be charged for the repeat study period.

3.6 Requests to interrupt, transfer route/ pathway, repeat or leave the course will have financial impacts. Before deciding on any change, you should make yourself aware of any changes to your financial liabilities. Funding from a third party may cease and as such you may become responsible for increased personal contribution to the cost of the course.

3.7 ACM reserves the right to refuse or withdraw an offer or cancel your accepted place on your Course for any of the following reasons:

- i) If you have any outstanding debt owed to ACM in respect of any other courses.
- ii) If you are paying your fees yourself and the method of payment fails, or significant arrears occur on your individual fee account.
- iii) If you have not met the eligibility criteria for your course.
- iv) If in ACM's opinion you have failed to provide us with all the relevant information or have supplied false or misleading information, relating to your application for your course.

- v) If you fail to supply any requested documentation prior to registration which is required to confirm your eligibility to study in the UK.
- vi) If you fail to take up your place at the start of your course.
- vii) If you fail to attend in accordance with ACM requirements.
- viii) If you are found to have committed gross misconduct or found guilty of a serious criminal offence that is judged to impact on your ability to become or remain as an ACM student.
- ix) If there are not enough students confirmed on your course or if the number of students confirmed on your course exceeds the number of places available on your course.
- x) If the running or continuation of your course becomes unviable or practically impossible for ACM.

3.8 If ACM is unable to run your course or cancels your place for the reasons listed in sub-paragraphs (ix) or (x) 3.7 above, it will refund in full any Annual Tuition Fees of your cancelled course where a student cannot be accommodated on another course of study. ACM cannot be held liable for any remedy, damages or compensation beyond this.

3.10 Students should refer to the Student Protection Plan and the Refund and Compensation Policy for more information on paragraph 3.9 which are available on our website <https://www.acm.ac.uk/policies/>

#### **4. Academic Regulations**

4.1 Your acceptance of the offer of a place constitutes acceptance of the Academic regulations of the Validating Partner (Middlesex University) and ACM's policies in both academic and non-academic matters. You will be bound by the regulations governing examinations and assessments but also covering the non-academic policies such as:

- i. all ACM policies published and as they may be updated from time to time on our website including (without limitation), policies concerning Accessibility, Cookies and Privacy, Data Protection (including the Data Protection Declaration), Data Retention, Disability Support, Diversity, Safeguarding, Student Charter, Student Discipline (including the Student Discipline Regulations), Terms and Conditions of Website Use, and Website Disclaimer;
- ii. all rules and regulations relating to your course contained in the student handbook including (without limitation) required attendance and disciplinary rules, IT, exam rules, assessment regulations and appeals;
- iii. ACM's own academic, language and other eligibility requirements for your course; and
- iv. any disability support agreements applicable to your course.

4.2 This enables ACM to take disciplinary action where necessary. Any Student complaint will be investigated with the assumption that you have agreed to be bound by these rules and regulations.

4.3 A full list of ACM policies is available at <https://www.acm.ac.uk/policies/>

4.4 You are required to attend such lectures, tutorials, workshops, assessment and other activities that form part of your course. This includes the requirement to attend or submit formal assessments on time. ACM may terminate your enrolment where you consistently fail to attend scheduled sessions, or we may invoke the Fitness to Study Policy.

4.5 ACM Student Engagement Team will attempt to work with students where concern about attendance or progression is raised. Should a student's behaviour not continue to meet our institutional academic requirements, ACM may terminate your enrolment.

4.6 ACM will deliver your course in accordance with the description given to it on ACM's website at the date of its commencement. However, ACM reserves the right to make any variations to your course which it considers to be necessary including (without limitation):

- i. to reflect changes to the theory in an area of research or practices around the subject or its delivery;
- ii. if your educational experience would be or would be likely to be impaired if changes were not made to your course.

4.6 If material course changes are made, you will be notified of any impact to you. If required ACM can then explore alternative course options with you.

4.7 ACM also reserves the right to withdraw courses before they have started where there is an insufficient number of students to make the course viable or where it would inhibit the student experience. Should such an occasion arise, ACM will adhere to the relevant Refund and Compensation Policy.

### **5. Acceptable use of IT and E-safety;**

5.1 All ACM students will have access to an institutional email account and on-line learning environment. As part of their enrolment, the student accepts the terms of usage of these facilities which allows for the withdrawal of facilities and/or enrolment if those facilities are misused.

### **6. Admissions Policy and Criminal Convictions Policy**

6.1 Basic entry requirements for all ACM courses and programmes are set out in the ACM Prospectus and website.

6.2 ACM welcomes applications for its degree programmes from those who might not have formal qualifications. This could relate to those who did not achieve Level 3 qualifications (such as 'A' levels), as well as those who may have completed non-traditional forms of education that do not result in a formal academic award. Consideration will be given to applicants who do not hold prescribed entry requirements but who can demonstrate their suitability and preparedness to undertake the programme of study for which they have applied. This may be assessed through Recognition/Accreditation of Prior Learning or consideration of a 'Concessionary Entry Task'.

6.3 You will only be able to enrol on a course when you provide evidence of valid permission to study in the UK and you will be asked to provide such evidence to prove this prior to the commencement of your course and at any point during your studies.

6.4 Applicants are required to disclose any relevant unspent convictions. Failure to disclose any relevant unspent convictions may result in an offer of study to be rescinded.

6.5 Applications from candidates with relevant criminal convictions will receive careful consideration by the Designated Safeguarding Lead, Admissions Manager and relevant Programme Manager, with advice from Senior Managers where deemed necessary. Applicants must, upon request, provide full details of any/or all convictions they may have disclosed under point 6.4 above.

6.6 ACM reserves the right to reject any applicant with a criminal conviction or any applicant who may jeopardise the security, safety or reputation and integrity of ACM or its community, or where there are other relevant professional considerations.

6.7 Where a student receives a relevant criminal conviction whilst already enrolled on the course, the student is obliged to inform the student engagement team on

[studentengagement@acm.ac.uk](mailto:studentengagement@acm.ac.uk) so the same safeguarding considerations and process as described in Paragraph 6.4, 6.5 and 6.6

6.8 Applicants have the right to request a review the application process and feedback on their individual application however cannot appeal the outcome itself. More detail is provided in the complaints section below.

## **7. Academic Integrity**

7.1 The Academy of Contemporary Music (ACM) is committed to upholding academic quality and standards, by ensuring that students do not obtain awards through any form of unacceptable academic practice relating to assessment – including plagiarism, cheating, collusion and impersonation. This is fundamental to securing academic standards.

7.2 ACM, in upholding its academic standards, will ensure that appropriate actions are taken whenever formative or summative assessment work causes concerns relating to academic integrity.

7.3 Where academic misconduct has been proven, this will be recorded on a student's transcript, using the appropriate assessment board outcome coding as recognised by the awarding body. Any work submitted that is identified as a result of misconduct will not meet the learning outcomes necessary to complete the learning process.

7.4. The severity of matters relating to the academic integrity of a student's submission of work is divided between three categories. Any disciplinary measures that are instigated would reflect the seriousness of the offense.

7.5 Exceptionally, where serious academic misconduct is discovered after the deadline for submission of an allegation of academic misconduct, an allegation may be pursued retrospectively under these procedures.

7.6 Full Academic integrity policy and the appropriate actions that may be taken can be found at <https://www.acm.ac.uk/policies/>

## **8. Code of Conduct and Student Disciplinary**

8.1 As an ACM student, you are expected to conduct yourself at all times in a manner which demonstrates respect for the institution, your fellow students and its staff. You are an ambassador for ACM, and you are expected to behave in a way that enhances the reputation of the institution and all of its students and graduates, and that is sensitive to our culturally diverse environment. You are encouraged, with the support of ACM, to engage actively in the learning process, to be fully committed to your studies and determined to succeed.

8.2 The code of conduct applies to timetabled learning activities, as well as ACM activities outside of timetabled teaching activities, such as events or activities arranged by students or staff that involve or are promoted by ACM. It also covers the conduct of students within the local area in private residential accommodation where the reputation of ACM is brought into disrepute due to unacceptable behaviour or the behaviour of ACM students has caused distress to local residents.

8.3 There are a number of formal requirements expected of ACM's students whilst studying on a course at ACM. These include:

- i) Students are strictly forbidden to use illegal drugs or abuse intoxicating substances on ACM's premises.

- ii) Food and Drink may be consumed only in authorised areas and not in teaching rooms, studios, libraries or specialist workshops.
- iii) Any form of gambling on ACM premises is strictly forbidden.
- iv) Students may not sell food or services on ACM premises without prior approval from the Head of Education.
- v) Students should not create excessive noise or disturbance which may cause discomfort, inconvenience or annoyance to other members of ACM or wider community. At all times students are expected to conduct themselves in a reasonable and orderly manner with due regard to other people and their property.
- vi) Students must not wilfully engage in conduct which prejudices the effective provision of the course of study. This includes punctual attendance, co-operating with the completion of class registers and submit work as and when required.
- vii) Students must not forge, falsify or misuse any ACM record or document, including headed paper.
- viii) Any stealing of or deliberate damage to ACM property or ACM equipment provided to assist a student in their studies is strictly forbidden and could result in ACM starting criminal proceedings against you.
- ix) Students must behave professionally when attending Metropolis Studios and respect the privacy of other users onsite.

8.4 Although ACM does not have a strict dress code, it is expected that all students will dress appropriately whilst onsite so as not to cause offense and are sensitive to other student and staff members beliefs.

8.5 ACM is committed to maintaining a working and learning environment free from any form of bullying or harassment. ACM operates a zero-tolerance policy towards bullying, harassment, and threatening or antagonistic behaviour from staff and students. Matters relating to bullying and harassment will be subject to the Student Disciplinary policy, in order for a resolution and outcome to be reached.

8.6 ACM will thoroughly investigate all transgressions of student discipline brought to its attention, and in making judgements as to the appropriate course of action will apply the principle of balance of probability based on the evidence available.

8.7 ACM reserves the right to take disciplinary action against students for incidents not directly related to ACM that could be considered to put other students or staff at risk or bring ACM into disrepute e.g. allegations of assault or involvement in illegal drugs.

8.8 All actions taken will follow the procedures and policy set out in the ACM Student Disciplinary policy.

## **9. General**

9.1 ACM will communicate with you via a range of channels, depending on the type of information we need to provide. We will communicate via email to your personal and ACM email accounts or by post to either your term time or home address, the phone numbers you have provided, social media, the ACM website and our virtual learning environment. ACM expect you to check your ACM email account regularly and frequently during and outside of term time.

9.2 You are required to update ACM on any changes to your term time or permanent address, home or mobile number or personal email within 7 days of the change.

9.3 Before you enrol you must provide ACM with an emergency contact that you trust and have spoken to about doing so. In providing this information you agree that you have asked permission from the individual for us to hold their details and that if ACM has a serious and

continuing concern about your vital interest or the people around you, ACM can contact your emergency contact without your explicit consent.

9.4 We welcome feedback on our courses and the services we offer. As part of the Complaints procedure, if you have any concerns or feedback we would encourage you to discuss them with those responsible or raise them with the Student Hub so that we can provide you with a quick resolution.

9.5 Neither the student nor the institution shall be liable to each other for any failure or delay in performing obligations, if the failure or delay is due to any cause beyond that party's reasonable control.

9.6 Students are required to wear their ACM ID card at all times when on ACM property.

9.7 Upon leaving ACM and your program of enrolment, you are required to return your student identification card, together with any other property that is owned by ACM.

## **10. Feedback, Appeal and Complaints.**

10.1 We welcome feedback on our programmes and the services we offer. As part of the Complaints procedure, once on program if you have any concerns or feedback we would encourage you to discuss them with those responsible or raise them with the Student Hub so that we can provide you with a quick resolution.

10.2 ACM have a student complaints procedure that is accessible to all students and stakeholders. Full details of the procedure can be found in our [Complaints and Grievances policy](#).

10.3 ACM is committed to providing full and constructive feedback of the reasons for rejection to help applicants make successful applications in the future. Applicants can request feedback from ACM within fourteen working days of the admissions decision being made. Applicants will receive a response in writing from within fourteen working days of the feedback request being received. All requests for feedback must be made in writing and feedback will only be given in writing.

10.4 Applicants wishing to appeal the outcome of their application should do so, in the first instance to the Admissions Manager, who will investigate the grounds for appeal consulting with staff involved in the selection decision where appropriate. Application decisions will only be overturned where an applicant can provide fresh and compelling evidence of their academic competence in the relevant subject and evidence as to why this was not available at the time of original submission, or the review of the original application is shown not to have followed policy and procedure.

10.5 Following an initial review by the Admissions Manager, if an applicant still feels they have reason for appeal they should refer to the [Complaints and Grievances policy](#) for resolution. Any appeal or complaint at any stage of the admissions process which questions the academic grounds for rejection will not be considered. Only points of procedure or implementation of policy can be appealed.

10.6 If you are unhappy with the outcome of any complaints or appeal, you may then be able to refer it to our Validating Partner, Middlesex University once ACM's procedures are completed and finally to the office of the independent adjudicator (OIA). Full details of how OIA works can be found here: [www.oiahe.org.uk](http://www.oiahe.org.uk)

10.7 ACM will not respond to any anonymous complaints. Due to the Data Protection Act, ACM may be unable to enter into communication with any third party with respect to an applicant's individual circumstances, unless the applicant has given ACM direct and explicit written consent.

**Student Declaration**

I have read the above Undergraduate Student Terms and Conditions.

I confirm that on my admission as a student I shall comply with the policies and regulations of ACM in respect of both academic and non-academic matters. I also confirm that the information I have supplied to the ACM is correct to the best of my knowledge.

I acknowledge that I am responsible for the payment of my tuition fees and any other charges, including any amounts due from third parties which are not paid. Until all monies are paid, my enrolment will be provisional only. I understand that failure to settle my fees on time will mean that ACM will withdraw access to learning facilities and this may lead to my expulsion from ACM if not resolved.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Student Name (Print): \_\_\_\_\_ Student Number: \_\_\_\_\_