



## Terms & Conditions – Higher Education Courses

<b>Policy Title</b>	<b>Terms &amp; Conditions - Higher Education Courses</b>			
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# COURSE AGREEMENT TERMS & CONDITIONS

## 1. DEFINITIONS

The definitions set out below apply in these Terms:

“**Course Handbook**” means the course handbook of your chosen course which can be accessed in your Virtual Learning Environment (VLE).

“**Student Complaints Policy**” means the complaint handling procedure which can be found on our website [here](#).

“**Tuition Fee Policy**” means our policy relating to refunds and course payments for higher education courses which can be found on our website [here](#).

“**Admissions Policy – Higher Education**” means the regulations and requirements for considering students' entry on to a Higher Education course which can be found on our website [here](#).

“**Student Visa Policy**” means our policy relating to international students who require a student visa and can be found on our website [here](#).

“**Student Disciplinary Procedure Policy**” means our policy relating to disciplinary action which can be found on our website [here](#).

“**Student Services**” means Point Blank staff who are responsible for student support during their studies.

“**Point Blank London ID Policy**” means our policy relating to ID cards for London students.

“**Intellectual Property Rights**” means all copyright, design rights, database rights, trademarks, trade secrets and/or know how.

## 2. THIS AGREEMENT

All courses, studios, equipment and materials are owned, created, operated and/or managed by Point Blank Limited (“**Point Blank**” or “**us**” or “**our**”), a company registered England, with its trading address at 23-28 Penn St, London N1 5DL. This Agreement is between Point Blank and you (“**you**” or the “**Student**”).

## 3. ADMISSIONS PROCESS

Point Blank offers higher education courses at our London school as well as through the distance learning facility accessed via our website (“**Online school**”). Applicants wishing to apply to and enrol onto a higher education course at the online or London school should refer to Point Blank’s Admissions Policy – Higher Education. These Terms and Conditions relate to higher education courses at these two schools.

Students wishing to study at our London school must be of 18 years of age or older however in exceptional circumstances we may be able to accept younger students subject to parent or guardian permission.

## 4. YOUR OBLIGATIONS

You agree to:

- a. Comply with: i) these Terms and Conditions at all times throughout your course; ii) the Course Handbook for your chosen course (if applicable); iii) school policies available online through our website or Virtual Learning Environment and/or provided by email, as updated from time to time; and iv) the reasonable requests of our teaching and support staff.
- b. Keep us informed of any change in your visa status.
- c. Keep us informed of any changes to your personal information (including your home address, telephone numbers and next of kin).
- d. Declare any criminal charges pending against you, and any past (unspent) criminal convictions on your application form or immediately after receipt of any such charge or conviction if these arise during your course.
- e. Adhere to and respect our Student Charter.
- f. Submit only your own work and not plagiarise the work of others.
- g. When on Point Blank premises, behave appropriately at all times and in such a manner as not to cause a nuisance, injury or damage to other persons (in particular, other students, our employees, contractors, agents and visitors) or to any of our property.
- h. Not impede or prevent the provision of any programme or Course of study offered by us.
- i. Not cause damage to our reputation.

All offers of admission are subject to agreement of these terms and conditions, our Student Charter, and the details of your offer set out in the formal offer letter issued by our Admissions Office.

If you fail to comply with any of these obligations we may notify you of such failure and where appropriate arrange a meeting with you. If your breach is serious or persistent, we may at our discretion dismiss you with immediate effect from your course and terminate our agreement with you immediately on written notice, in line with the Student Disciplinary Procedure Policy.

You are required to use your best endeavours to attend your course in full and comply with our attendance and punctuality requirements set out in the Course Handbook. You must attend at least 65% of your course. We monitor your attendance in accordance with our policy set out in the Course Handbook.

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 notice to you that continued failure to attend the course may result in your dismissal from the course. If, following such notice, your attendance on the course continues to be unsatisfactory (in our reasonable discretion), we reserve the right to dismiss you with immediate effect at any time from the course and terminate our agreement immediately by notice to you, without refund or further liability.

Please note that in the event of termination, we may notify:

- (i) The UK Visa and Immigration services (if you are an international student)
- (ii) Any relevant authority
- (iii) Your legal guardian or parent (if you are under 18)
- (iv) Your financial sponsor (if any)
- (v) Student Finance England (if applicable)

## **5. OUR OBLIGATIONS**

We shall provide our tuition services with reasonable skill and care. We have the right to revise and amend these Terms and Conditions from time to time and we will give you prior notice of any changes to our Terms and Conditions.

Course start and end dates are not expected to change. However, we reserve the right at any time to change course dates, cancel courses and/or change instructors or locations from the published information for reasons such as non-availability of venues, insufficient take-up of the relevant course, and sickness or other absence of instructors. We will give as much notice and explanation of any such change as is reasonably possible and, where practicable, we will offer an alternative academic programme (visa regulations permitting).

If any material and substantial change we make adversely affects you, you may withdraw from the course and terminate our agreement immediately by written notice and we will reimburse you for any remaining course fees for courses not yet started.

If you have a complaint relating to any academic or non-academic aspect of the course, please use our Student Complaint Policy.

## **6. YOUR CANCELLATION RIGHTS, COURSE WITHDRAWALS, COURSE TRANSFERS AND DEFERRALS**

If you change your mind about a course you have booked, you may cancel that booking within 14 days ("**Cooling-off Period**") starting from the day after we send you our Course Details email. This email is sent one day following the booking of a course through our website or over the phone by and payment of at least the registration fee or confirming a firm offer through the UCAS system.

If you are accepted onto a course or enrol onto a course (through our website, over the phone or through UCAS), which starts during the Cooling-off Period, you must pay for the part of the course that has been provided until the time that you cancel the agreement. Any such refund will be in proportion to the part of the course that has been provided.

To cancel the agreement within the Cooling-off Period, please let us know by a clear statement setting out your decision to cancel the booking. Written notification can be posted (via First Class post) to our Admissions Department, Point Blank Music School, 26 Orsman Road, London N1 5QJ (provided such cancellation is received by us within two days of posting). Alternatively, you can notify us by email using the contact form on the Point Blank website.

If you wish to withdraw from a course after the Cooling-off Period, fees will be owed or refunded in accordance with our Tuition Fee Policy.

If you need to withdraw from a course due to exceptional circumstances, you must inform us immediately. If, in our reasonable opinion, we agree in writing that the circumstances are exceptional, you may withdraw from the course and cancel the agreement between us immediately by written notice. We will refund any fees subject to the terms of our Tuition Fee Policy.

Higher education students will need to study all the accredited modules and pass in line with Middlesex University regulations to achieve their respective HE qualifications.

In some cases (in our reasonable discretion) we may be able to grant course / module transfers, however in most cases unless there are exceptional circumstances you will be expected to study the course as prescribed and transfer requests will be denied. In such cases, please speak to a member of staff or send a formal request to Student Services at least 21 days before your course term is due to start.

Transfers can be accommodated only where there is availability for a course and there is good reason for the request. If a request to change a module is submitted after week 2 of the term starting and the transfer is granted, the new module will need to be studied at a later date (subject to availability).

If there are exceptional circumstances which prevent a student from attending, Point Blank should be notified as soon as possible. Late notification may result in the student having to pay to retake a module.

Students may temporarily interrupt their studies for up to two years. Students will need to complete a Temporary Interruption form and send this to Student Services. Students will also be responsible for informing any funding body funding their course (if relevant).

Students who are studying on a Short Term Study or Student Visa will not be permitted to change course or modules once their visa has been granted.

Discounts are not transferrable between schools and students will be required to pay the full price of their new course.

Students wishing to change to an equivalent course, postpone a course, or transfer modules should submit their request via email to Student Services. If the request is possible, the student may be charged **an administrative fee of £50 (for onsite students in London) or £25 (for online students)** per request. Point Blank is under no obligation to make changes to a student's course.

## **7. COURSE FEES, LIABILITY, REFUNDS & TERMLY INSTALMENTS**

Please refer to our Tuition Fee Policy for information on course fees, student liability, refunds and termly instalments.

## **8. INTERNATIONAL STUDENTS**

Point Blank is listed as a Student Sponsor by the Home Office. This means that if you are a student from outside the UK you can apply for a student visa to study at Point Blank in London. If you satisfy our application criteria we will issue you with a CAS (Confirmation of Acceptance of Study) for a Student Visa or an acceptance letter for a Short Term Study Visa. You can then use this CAS or acceptance letter to apply for your visa. Point Blank will help international students apply for their visa however Point Blank will not be held responsible for an unsuccessful visa application. Please refer to our Tuition Fee Policy and Student Visa Policy for more information.

## **9. LOCATION OF COURSES**

The Point Blank Music School London courses are delivered at Point Blank Music School, 26 Orsman Road, London N1 5QJ and/or at 23-28 Penn St, London N1 5DL unless specifically stated otherwise (e.g. other Point Blank studios, recording and mastering studios, visits offsite to places of interest, live sound venues, etc). Please refer to individual course details on the website at the time of booking and ensure you confirm again shortly before the start of your course. Students must ensure that they have confirmed the location of their course in advance.

We reserve the right to secure other locations in which to deliver the courses should the need arise.

Students attending courses at our London school will be required to have their Point Blank ID card on display at all times when at any Point Blank premises. Please refer to the Point Blank London ID Card Policy for more information.

Online students will not be required to attend the London schools and will not have access to the facilities.

## **10. ACCESS TO STUDIOS**

Every Point Blank student on a London-based course of not less than one month in duration shall be given access for sufficient practice time at Point Blank Music School, subject to availability and the following conditions:

- students must book practice time through their VLE in advance.

The Point Blank studios are open from 10am-10pm during the week and 11am-7pm at weekends on most days of the year during term time. These times can vary depending on the term and demand for studio access. In most cases, Point Blank's facilities are suitable for wheelchair access.

## **11. USE OF POINT BLANK PROPERTY**

Each student is responsible for ensuring that no Point Blank equipment or property is damaged, lost or stolen as a direct or indirect result of their own action or failure to act appropriately. Each student is also responsible for the actions and omissions of any guests they invite on to the Point Blank premises.

In the event that any Point Blank equipment or property is damaged, lost or stolen as a direct or indirect result of negligent action or failure to act appropriately by any student or guest, the student agrees to pay all reasonable costs in full (including without limitation for replacement or reparation). For the avoidance of doubt, no Point Blank property may be removed from the premises without the express prior consent of Point Blank in each case.

## **12. STUDENT CONDUCT**

Please refer to Point Blank's Student Disciplinary Procedure Policy and Student Charter.

## **13. INTELLECTUAL PROPERTY**

- PB Materials** – All Intellectual Property Rights in Point Blank materials and course materials are and shall remain the exclusive property of Point Blank or its licensors. Any unauthorised reproduction, dissemination, broadcast or other use of such Point Blank owned or controlled materials is prohibited and shall constitute a breach of this Agreement and/or infringement of copyright.
- Music** – All Intellectual Property Rights arising in the productions, recordings and compositions created by you during and as part of your course shall be owned by you, including any original contributions made by Point Blank employees which are specifically intended to be part of your specific works. From time to time, Point Blank Recordings may offer to certain students Publishing and/or Production licensing and/or administration arrangements, with the express intent of cooperatively distributing songs and/or recordings presented by the student to Point Blank Recordings. All such arrangements shall be subject to the terms offered in each case.

## **14. COURSE TIMETABLE**

The timetable for London courses for each term will be confirmed one week before the term start date. If a student has specific timetable requests, they should notify Student Services before the term starts and provide evidence of extenuating circumstances. We will make arrangements to accommodate this where practicable, however no guarantees can be made to accommodate a student's timetable request and students on full time courses will be expected to attend the schedule they are provided. Please note that it is not possible to make amendments to a schedule once a term starts including ad hoc changes.

Online students can study course notes made available each week at their own pace but will be expected to attend live masterclasses and 1-2-1 sessions where possible.

Point Blank reserves the right to change the contents of the courses to enhance the quality of instruction and ensure courses remain in line with industry needs, or based upon the analysis of student feedback and performance data. In this instance, the student will be given notice as soon as possible. In the unlikely event that Point Blank cannot provide a similar course, a refund may be provided for future modules which have yet to be studied. Point Blank also reserves the right to change the order in which modules are delivered for scheduling or other purposes, however any such changes will not affect the progression of the student between levels.

If a student does not attend their first class and has not notified the school, or the student has outstanding termly fees, Point Blank reserves the right to change the student's timetable if there is high demand for such class.

**Classes and students may be filmed or photographed for internal or external use and by agreeing to these terms and conditions, students consent to this. If a student does not wish to be filmed or photographed, please contact student services.**

## **15. SPECIAL NEEDS**

Students applying or enrolling onto a Higher Education course should refer to the Admissions Policy – Higher Education for more information on disability declaration and support as well as the Fitness to Study Policy.

## **16. LIMITATION OF LIABILITY**

Point Blank's liability to you hereunder shall be limited to the total amount Point Blank has received from you for the applicable course(s). Except as set out herein, Point Blank shall under no circumstances be liable to you, whether in contract, tort or otherwise, for any indirect or consequential loss arising hereunder or in connection with the courses provided by Point Blank (including without limitation, travel, accommodation or any ancillary expenses). Nothing in this Agreement shall operate to limit or exclude liability for death or personal injury caused by negligence. For the avoidance of doubt, Point Blank shall not be liable for any loss or termination hereunder resulting from or arising in connection with any student visa status or other reason related to immigration matters.

Point Blank:

- (a) accepts no responsibility for loss, damage or theft of personal belongings;
- (b) reserves the right to alter advertised instructors at any time;
- (c) reserves the right to cancel courses at any time due to unforeseen circumstances (e.g. due to insufficient uptake or instructor illness) and/or to transfer bookings to rescheduled dates (though



Students unable to attend rescheduled dates may be entitled to some refund or other credit in some cases subject always to the terms of this Agreement);

(d) accepts no responsibility for the quality of services or products provided or offered by third party advertisers and/or vendors (and any inclusion in course materials or other presence during a course does not constitute a recommendation or endorsement by Point Blank); and

(e) reserves the right to change the order of modules delivered as advertised on our website.

## **17. STUDENT DISCOUNTS AND EQUIPMENT**

Point Blank offers student discounts on certain hardware and software (and in some cases may offer free hardware and software) available from certain manufacturers to assist students during their studies.

If a student places an order through Point Blank for discounted hardware or software, the student has the right to cancel the order and receive a refund until the product(s) has been requisitioned by Point Blank. Once the product has been requisitioned by Point Blank the student will not be entitled to a refund through Point Blank for the order.

If a product ordered through Point Blank is faulty (whether discounted or free), Point Blank will help resolve the issue through the manufacture, however ultimate responsibility to resolve the issue remains with the student subject to the manufacturer's warranty policy.

If a student does not pick up their equipment within four weeks of arrival to the school, the product maybe shipped back to the supplier.

## **18. FORCE MAJEURE**

For the purposes of this Agreement, "Force Majeure Event" means any event beyond the reasonable control of Point Blank including without limitation strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, including governmental visa status, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. Point Blank shall not be liable hereunder as a result of any delay or failure to perform its obligations as a result of a Force Majeure Event. If the Force Majeure Event prevents Point Blank from providing any of the Services and/or Goods for more than four (4) weeks, Point Blank shall, without limiting its other rights or remedies, have the right to terminate this Agreement by written notice without liability or refund.

## **19. GENERAL**

Point Blank may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.

If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

This Agreement (together with the documents referenced above and provided to you by Point Blank in relation to your booking) shall constitute the entire agreement between the parties on the subject matter hereof.

## **20. COMPLAINTS**

If you should ever have any complaint(s), please speak to any member of staff and we will do our best to resolve the matter. Please refer to the Student's Complaint Policy or the Admissions Policy – Higher Education (if the complaint is regarding a higher education application).

## **21. LAW AND JURISDICTION**

This Agreement shall be governed by English law and the courts of London England and Wales shall have exclusive jurisdiction over any claim, dispute or difference which may arise out of this Agreement.