

# ABBEY ROAD INSTITUTE LONDON (ARI London)

Advanced Diploma in Music Production and Sound Engineering

**Terms and Conditions** 

Version 2.4



### **Definitions:**

The following terms are used in this agreement

- (a) "Date of Commencement" the first day on which the Course commences.
- (b) "Course" the series of classes and workshops offered by the Institute.
- (c) "Institute" Abbey Road Training Ltd t/a Abbey Road Institute.
- (d) "Application Fee" the sum of money payable by the applicant upon application to a Course.
- (e) "Acceptance Fee" the sum of money payable by the applicant to accept the Institute's offer for a place on the Course. This will either be the first instalment payment (Plan A) or the balance of the Tuition Fee (Plan B).
- (f) "Portfolio" music files submitted with application documents.
- (g) "Fees and Start Times" the officially published fees and schedules of the Institute.
- (h) "Plan A" is a Tuition Fee payment plan whereby the student pays the Application Fee then the balance of fees in equal monthly instalments over the duration of the course. All pro rata refund calculations will be calculated from the Plan A fee.
- (i) "Plan B" is a "reduced" Tuition Fee payment plan whereby the student pays the Application Fee followed by the full Tuition Fee balance.

## 1. Admission and Fees

- 1.1. Applicants for all Courses must be a minimum age of 18 years old and meet the entry requirements.
- 1.2. All applicants must provide evidence of their educational achievements or relevant experience.
- 1.3. To confirm the applicant's eligibility to study in the UK, all applicants must provide a copy of the photo page of their Photo ID (preferably a Passport) and their UK immigration status (e.g. Pre-settled or Settled Status) if not a UK applicant with right to study in the UK.
- 1.4. International applicants must provide a copy of their visa to evidence their legal right to study in the UK or must meet the criteria as outlined in the Visa Compliance Policy if sponsorship by the Institute is required to attain a Student Visa to study in the UK.
- 1.5. Submitting an application does not automatically guarantee a place on the Course.
- 1.6. The First Stage (Pre-assessment) Once we have received a completed application form with the relevant supporting documentation and the Application Fee, the Institute will review the application documents and Portfolio. If successful the Institute will contact the applicant to arrange an interview.
- 1.7. On making an application, the applicant must pay an Application Fee. The Application Fee shall be deemed a deposit which shall be refunded to the



- applicant in full should the applicant be unsuccessful in progressing beyond the First Stage of the application process.
- 1.8. If an applicant is called for interview but is unsuccessful in being selected for a Course, the Application Fee will be refunded by the Institute less an Administration Charge of GBP £150. If an applicant is unsuccessful after either the First Stage or the Interview Stage, they can re-apply in the future provided they have addressed all the gaps in knowledge identified during either stage. The applicant will need to re-submit a full application and pay the full Application Fee again.
- 1.9. On being offered a place on the Course, the applicant agrees to pay the Acceptance Fee (the first instalment if paying under Plan A, or the full balance if paying under Plan B) within 14 days from the date of the offer.
- 1.10. Applicants who are interviewed within one month of the course commencement date agree to pay the Acceptance Fee within 7 days from the date of the offer.
- 1.11. Payment of the Acceptance Fee shall be considered as the applicant's acceptance of the Institute's offer of a place on the Course.
- 1.12. If a formal acceptance is not received within 14 days the Institute will automatically withdraw the offer of a place on the Course.
- 1.13. If the applicant withdraws their application at any point the paid Application Fee will not be refunded.
- 1.14. Students are not allowed to change the payment plan chosen once the Course has started.
- 1.15. If an applicant pays the Acceptance Fee and advises the Institute in writing of their intention not to commence the Course WITHIN 14-days from the date of Acceptance, the Acceptance Fee will be refunded in full. The Application fee is not refunded but can be credited towards the next intake (only) but the place on the next course is not secured until the Acceptance Fee is paid.
- 1.16. If an applicant pays the Acceptance Fee (Plan A) and advises the Institute in writing of their intention not to commence the Course AFTER 14-days, the Acceptance Fee will not be refunded. The paid Application Fee will not be refunded.
- 1.17. If an applicant pays the Acceptance Fee (Plan B) and advises the Institute in writing of their intention not to commence the Course AFTER 14-days, the Acceptance Fee will be refunded minus the value of the Plan A Acceptance Fee (first instalment) advertised at the time of application. The paid Application Fee will not be refunded.
- 1.18. If, due to extenuating circumstances such as injury, illness or financial hardship, an applicant is unable to undertake the Course for which they have accepted an offer, any fees paid can be transferred to the next available Institute Course. Notification must be received by the Institute in writing with evidence to corroborate their extenuating circumstances. All



- transfers must be approved by the Campus Manager at their sole discretion. Applicants will be subject to the tuition fees applicable to the intake of their new enrolment as published on the <a href="Institute's website">Institute's website</a>.
- 1.19. In the event of late payment of tuition fees (Plan A) the Institute reserves the right to suspend a student from their Course and remove their access to the Institute's facilities. A late payment fee of GBP £50 will apply.
- 1.20. The applicant is responsible for paying all additional banking fees such as international transfer charges.
- 1.21. The applicant accepts that the Institute has the right to refuse enrolment at any point during the application process. This decision is at the discretion of the Campus Manager.
- 1.22. Additional minor charges may be levied by the Institute, e.g merchandising, special release literature, field trips or similar.
- 1.23. VAT is included in our Course Fees.

## 2. Deferment and Cancellation

- 2.1. Students may request to defer their studies to the next available course upon giving one month's written notice of such deferment.
  - 2.1.1. The final decision regarding a student's deferment rests with the Campus Manager.
  - 2.1.2. Unless approved by the Campus Manager, students who defer their studies must re-commence from the beginning of the term they were enrolled on at the time of deferment.
  - 2.1.3.At the time of deferment a deferment fee equal to one month's tuition fee (Plan A) must be paid.
  - 2.1.4.At the time of deferment a deferment deposit equal to one month's tuition fees (Plan A) must be paid. If the applicant had previously opted for payment Plan A the deferment deposit will be used for the first month's instalment on recommencement. If the student fails to recommence the course on the agreed date the deferment deposit is non-refundable.
  - 2.1.5. Recommencing Plan A students will be charged the Course fee advertised at the time of recommencement. Plan B students must pay the difference between the course fee paid and the Course fee at the time of recommencement.
  - 2.1.6. All deferments are subject to availability. Students will be allowed to join the first subsequent course that is not fully subscribed.
- 2.2. Students cancelling their studies prior to the scheduled completion date of the Course must provide the Institute with one month's written notice of such cancellation.
  - 2.2.1.At the time of cancellation all tuition fees must be paid up to the end of the student's current term.

# Abbey Road Institute



- 2.2.2.A cancellation fee equivalent to one month's tuition fees (Plan A) will apply.
- 2.2.3. Students who cancel their studies and have paid the full course fee (Plan B) will receive a refund for any full term they have not attended minus the course Cancellation Fee.
- 2.2.4. Students that cancel their studies and wish to re-join at a later date must start from the beginning of the Course and pay the latest Course fee in full.
- 2.3. Students who have deferred must resume their studies within one year from the date of deferral. This time period can be extended at the discretion of the Campus Manager.
- 2.4. All cancellations and deferment fees are non-refundable.
- 2.5. Non attendance of classes does not constitute formal deferment or cancellation of the Course.
- 2.6. In the event of a refund being given, the Institute will provide a written statement indicating how the refund amount has been calculated.
- 2.7. If a student fails a Term of the Course, they may be allowed to repeat the required Term of the Course. Repeated sections will be billed at the tuition fees current at the time of retake.
- 2.8. If a student is expelled from the Institute they will receive a refund for any fees paid for terms not yet attended.
- 2.9. Where a student is unable to complete the course or defer their studies due to critical illness or death, the Institute will issue a pro-rata refund. The refund amount is calculated from the start of the week following notification and is determined by the number of study weeks remaining. Claims must be requested in writing and officially evidenced by the student or a representative.

## List of critical illnesses:

Alzheimer's disease

Aortic surgery

Aplastic anaemia

Bacterial meningitis

Benign brain tumour

Blindness

Cancer (life-threatening)

Coma

Coronary artery- bypass surgery

Deafness

Heart attack

Heart valve replacementKidney failure

Loss of independent existence

Loss of limbs Loss of speech

Major organ transplant

Major organ failure on waiting list

Motor neurone disease

Multiple sclerosis

Occupational HIV infection

**Paralysis** 

Parkinson's disease

Severe burns

Stroke (Cerebrovascular accident)

#### **Abbey Road Institute**



# 3. Course Content, Copyright and Student Data

- 3.1. Students acknowledge that the Institute is entitled to change the content of the Course in which the student is enrolled at any time.
- 3.2. The Institute reserves the right to alter the scheduled time and venue of the classes. In the event of changes to the Course prior to the Date of Commencement the student shall be notified of these changes in writing.
- 3.3. Copyright in all Course materials remains that of the Institute. Any unauthorised reproduction or transmission of any part of the Course materials, whether electronically or otherwise, will constitute an infringement of copyright. No part of the materials may be lent, resold or hired out for any purpose without the prior written permission of the Institute.
- 3.4. Students are not allowed to use the Institute's computers and network to download or share copyright protected material of any kind without the express permission of the copyright owner. UMG, Abbey Road Studios and Abbey Road Institute take copyright matters extremely seriously. The Campus Manager reserves the right to suspend or expel students for infringing copyright law.
- 3.5. The use of peer to peer software on students laptops and mobile devices is strictly prohibited. Use of such file sharing software is a violation of UMG corporate policy.
- 3.6. The Institute treats all student data as confidential and will only divulge such information to third parties when required to do so by law or for internal operational purposes. Parents and sponsors will only be provided with information if written permission has been granted by the student in writing.
- 3.7. The copyright of any recording made while in attendance at the Institute is retained by the Student. Recordings made by the student during their attendance can be used by the Institute for marketing and promotional purposes.
- 3.8. When acknowledging use of the Institute's facilities, Students must state that recordings or productions have been made at "Abbey Road Institute" not "Abbey Road Studios".
- 3.9. Images of students taken at the Institute's premises or workshops are the property of the Institute and can be used for marketing and promotion by the Institute.
  - 3.9.1.Students must request permission from the Campus Manager before posting images and videos on social media taken while on Abbey Road Institute's facilities.
  - 3.9.2. Unless given special approval by the Campus Manager, Students are restricted from taking photos inside Abbey Road Studios.
- 3.10. Abbey Road Training Ltd is registered under the Data Protection Act 1998 for holding personal data. Abbey Road Training Ltd has a duty to protect this information and to keep it up to date.



## 4. Student & Visitor Conduct

- 4.1.Students are expected to conduct themselves in a responsible and considerate manner whilst attending the Institute. If a student's conduct is, in the opinion of the Campus Manager, unsuitable, the student will be subject to disciplinary action. This may result in the Student being suspended or expelled. The Student Handbook and all our related policies are provided on the first day of the course via the student portal and are available at any time upon request or via our website.
- 4.2. Students must achieve a grade of 80% or above in order to pass the course.
- 4.3. While on our premises, students are required to comply with the Institute's Health & Safety policy.
- 4.4.Students are expected to attend all classes. After three unexcused missed classes students will receive a verbal warning. After six consecutive missed classes students will receive a written warning. After nine unexcused consecutive missed classes students will receive a second written warning. After ten unexcused missed consecutive classes the school reserves the right to terminate a student's course of study.
  - 4.4.1. Absences may be excused if the student notifies the Programme Director or Campus Manager in advance of their class.
  - 4.4.2. Student must achieve a minimum attendance of 80% in order to pass the course.
- 4.5.Student bookings of practical facilities are continually monitored and are taken into account in regards to their overall academic progression. After one unexcused no show a student will receive a verbal warning. After two unexcused missed sessions a student will receive a first written warning. After three unexcused missed sessions a student will receive a second written warning. After four missed sessions students will be subject to disciplinary actions and may not be allowed to use the facility until the end of their current term.
  - 4.5.1. Missed sessions may be excused if the student notifies the on duty Technician, in advance of their booking.
- 4.6. Visitors accompanying students to the Institute must abide by these Terms and Conditions and the rules and regulations of the Institute.
  - 4.6.1. Upon arrival all visitors must sign into a visitor log book.



# 5. Facilities and Equipment

- 5.1. The Institute reserves the right to cancel the student's booked practical time with reasonable cause. All attempts will be made to notify the student of such cancellation in a timely manner.
- 5.2.Students are responsible for the safekeeping of all of the Institute's equipment used during their practical sessions. Students agree to exercise proper and reasonable care when handling this equipment. If equipment is lost or damaged because of a student's failure to observe correct operating procedures or exercise due care, the student will be held liable for the cost of repairing or replacing the equipment.
- 5.3.Responsibility for all equipment and fixtures during sessions rests with the student. The Institute accepts no responsibility for loss, damage or theft of students' personal belongings or equipment. For the avoidance of doubt, the Institute's insurance policy does not cover students' own personal belongings or equipment for any damage, loss or theft.

# 6. Miscellaneous

- 6.1. These Terms and Conditions and accompanying Rules and Regulations and your acceptance to them shall be an agreement governed by and construed in accordance with the Laws of England, whose courts shall have exclusive jurisdiction for the settlement of any disputes arising hereunder.
- 6.2. The Course is not transferable to any other party.
- 6.3. Qualifying students may be eligible to transfer their studies between global Abbey Road Institutes. This is subject to availability and the approval of both Institutes's Campus Managers.
- 6.4. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- 6.5. The Institute reserves the right to change these terms and conditions as well as Course names, details, content, length and times without notice. Any such changes will be notified on the Institute's website and portal.