

Terms and conditions

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1. These terms

- 1.1. These are the terms and conditions on which we provide services to you, whether these are courses, associated services or digital content combined (a Course).
- 1.2. Why you should read them. Please read these terms carefully before you accept your offer. These terms tell you who we are, how we will provide a Course to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1. We are Voice Study Centre, an Associate College of the University of Essex. Our registered office is at – The Old Stables, The Gattinetts, Hadleigh Road, East Bergholt, Suffolk CO7 6QT. Our company name is Voice Workshop Ltd and we trade as the Voice Study Centre.
- 2.2. You can contact us by calling 01206 298172 **OR** by writing to us at **admissions@voicestudycentre**.
- 2.3. When we contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4. “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. Our contract with you

- 3.1. **The application process.**

Once you complete and submit the application form for the MA Voice Pedagogy, we will contact you to discuss your application, which must be submitted in English. You will also need to provide two references, relevant identification and official transcripts. Where you are unable to provide an academic reference, we will accept two professional references. Please view the application process documentation for full guidance. If we approve your application, we will request your attendance for an interview. After a successful interview, we will send you an offer letter which will confirm the details of your course and start date. We will also send you a payment plan and information regarding what happens next. The offer letter will contain a link to our acceptance form that you can accept electronically via **DocuSign**. Acceptance of your application will take place when you use the link on the offer letter you receive from us and submit the online acceptance form, at which point a contract will come into existence between you and us.
- 3.2. Please note that admission decisions are subject to our Admissions Policy.
- 3.3. If you are awarded Accreditation for Prior Learning, then the number of credits that you require to complete the MA may be reduced and thus the Net Tuition Fees may be reduced – this will be sent out in your payment plan. For further information regarding relevant APL please contact our admissions team.
- 3.4. You may end this contract and not be charged any tuition fees (or obtain a full refund if you have paid them) at any time up until 21 days from the acceptance of the offer.

4. Your rights to make changes

- 4.1. If you wish to make a change to the course you have applied for please contact us. We will let you know if the change is possible.

5. Our rights to make changes

- 5.1. Minor changes to a course/these terms: We may change a course/these terms:
- To reflect changes in relevant laws and regulatory requirements;
 - To implement minor technical adjustments and improvements, which will not affect the delivery of a course;
 - To ensure consistency with UK Higher Education sector practice and guidance, including complying with our obligations under the Quality Code (such as renaming or improving Course materials).
- 5.2. More significant changes to these terms and conditions/ a course. We may make the following changes to these terms and / or a course. If we do, we will notify you at least 30 days in advance and if you do not accept the updated terms you may then contact us to end the contract as per section 7 of this document: YOUR RIGHTS TO END THE CONTRACT. For example, we may change these terms:
- To correct errors
 - By adding or removing optional modules
 - Making changes to advertised speakers
 - To make these terms and conditions clearer
 - If a third party such as the University of Essex or the Student Loans Company imposes the change on us, such as amending a policy or procedure
- 5.3. Updates to digital content. If the course contains digital content (such as software or an eBook), we may update or require you to update digital content, provided that the digital content shall always match the original description.

6. Accepting your place on the course

- 6.1. **Acceptance of your place on your course.**
By submitting the online acceptance form you are formally accepting your place on the course and start date as set out in your offer letter. Submission of the acceptance form also constitutes your agreement to these terms and conditions. You may terminate the contract within 21 days of accepting your place.
- 6.2. We are not responsible for delays or inaccessibility outside our control. If our provision of courses is delayed or the learning platform is inaccessible due to an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect. Provided we do this, we will not be liable for delays or inaccessibility caused by the event, but if there is a risk of substantial delay or inaccessibility you may contact us to end the contract and receive a refund for any part of a course you have paid for but not received.
- 6.3. You acknowledge that in some countries, states or other jurisdictions, the course and/or the mode of online delivery of your course might not be recognised by the relevant authorities and/or other third parties. It is your responsibility to confirm whether or not your chosen course and/or the mode of online delivery of the course will be fully recognised in your country, state and/or jurisdiction, and/or in the countries, states or jurisdictions where you wish the course to be recognised. No refunds of Net Tuition Fees will be made on the basis of either the course and/or the mode of online delivery not being recognised by the relevant authorities and/or third parties. **What will happen if you give us incorrect or fraudulent information.**
- 6.4. As part of our admissions process, we may require evidence of prior qualifications and work experience to assess your suitability for your chosen course. If you give us incorrect or fraudulent information, we reserve the right to immediately end the contract and section 10.2 will apply.
- 6.5. Reasons we may suspend the provision of a course to you. Examples include:
- To deal with technical problems or make technical changes
 - To update the course to reflect changes in relevant laws and regulatory requirements
 - To make changes to a course as notified by us to you (see section 5).

6.6 Your rights if we suspend the provision of a course.

We will contact you in advance to tell you we will be suspending provision of a course, unless the problem is urgent or an emergency. You may contact us to end the contract for a course if we suspend it, or tell you we are going to suspend it and we will refund any sums you have paid in advance for part of the course that you have paid for but not received.

7. Your rights to end the contract and fee liability

- 7.1. You can always end your contract with us. Your rights when you end the contract will depend on what you have applied for, how we are performing and when you decide to end the contract:
- a. If you want to end the contract because of something we have done or have told you we are going to do, see section 5.2.
 - b. If you have just changed your mind about a course, see section 7.3. You will be entitled to a full refund if you cancel within the 21-day cancellation period calculated from the date of acceptance. For postgraduate student loans, we will not notify the SLC of your enrolment and you will not receive any loan monies if you cancel within the 21-day cancellation period.
 - c. In all other cases (if we are not at fault and the cancellation period has ended), see section 7.3.
- 7.2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out in (a) to (e) below, the contract will end immediately and we will refund you in full for any part of a course that you have accepted a place on and paid for but not received. The reasons are:
- a. We have told you about an upcoming substantial change to a course or these terms which you do not agree to (see section 6.2);
 - b. We have told you about an error in the fees or description of a course you have applied for and you do not wish to proceed;
 - c. There is a risk that provision of a course may be significantly delayed because of events outside our control;
 - d. We have suspended provision of a course for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than three months; or
 - e. You have a legal right to end the contract because of something we have done wrong.

Exercising your right to change your mind (Consumer Contracts Regulations 2013).

- f. For most Courses provided online you have a legal right to change your mind within 14 days of acceptance of a place and receive a refund. We give you an additional 7 days so you have 21 days within which to change your mind. If you are cancelling within the 21 day Cancellation Period then please let us know by a clear statement: using the contact details in section 9.1 or email admissions@voicestudycentre.com Please give us your name, details of the Course and where available your phone number and email address.

7.3 Ending the contract where we are not at fault and the Cancellation Period has ended:

- a. You can withdraw from your course at any time but you do not have a right to receive a refund if you change your mind once the 21-day Cancellation Period ends, unless you have paid in advance and section (b) below will apply. Please see section 9.1.
- b. If you have paid your tuition fees in advance and received the up-front payment discount, and decide to cancel the contract after the end of the cancellation period, then you will receive a refund in accordance to with (d) below.
- c. If you have claimed a postgraduate tuition fee loan from the Student Loans Company (SLC) to pay your postgraduate tuition fees, it is your responsibility to notify the SLC if you withdraw from your course. If you withdraw from your course, your postgraduate loan payments will stop. If you get a payment after you have withdrawn you may be asked to repay this straight away.

d. Fee liability following withdrawal

Once registered, all students or relevant sponsors become liable for 10% of the annual fee (subject to arrangements agreed with the sponsor as appropriate). Students who withdraw permanently from their studies

within 28 days from the start of their academic year remain liable for 10% of the annual fee. Students who withdraw after 28 days from the start of their academic year are liable for fees as set out in the table below:

Point of Withdrawal	Fee Liability
Up to and including 28 days from your course start date	10% of the annual fee
29 days after course start date to the end of the first academic semester	33.3% of the annual fee
From the first day of the second term of study to the last day of the second semester.	66.6% of the annual fee
On or after the first day of your third term.	100% of the annual fee

8. How to withdraw from your course and end your contract

- 8.1. Tell us you want to withdraw from the Course. To withdraw from your Course, and end the contract with us, please let us know by doing one of the following:
 - a. Email. Email us at admissions@voicestudycentre.com Please provide your name, course, student number, phone number and email address. You may also contact our course support team: or Tracy@voicestudycentre.com.
 - b. If you want to end your contract with us during the 21-day Cancellation Period then please see section 8.2
 - c. How we will refund you. If you withdraw from your course within the 21-day cancellation period, we will refund you any tuition fees paid for the course that you accepted a place on by the method you used for payment. However, after the 21- day cancellation period has ended you will incur liability for fees in accordance with 8 d.

9. Fee payments and Intermision

a. Fee liability following intermission/interruption of studies

Fee liability for intermission/interruption is set out below:

Point of Intermision	Fee Liability
Up to and including 28 days form your course start date	0% of the annual fee
29 days after course start date to the end of the first academic semester	33.3% of the annual fee
From the first day of the second term of study to the last day of the second semester.	66.6% of the annual fee
On or after the first day of your third term.	100% of the annual fee

10. Our rights to end the contract

10.1. Where you breach the contract, we may terminate if you:

- a. Provided false documents, or information that is misleading or inaccurate which is sufficiently serious to have affected our offer of a place on your course;
- b. You fail to meet the requirements of the Rules of Assessment;
- c. Have not complied with our policies, those of the University of Essex or you are guilty of inappropriate conduct or are acting in a way that detrimentally affects the learning of others

10.1. If we end the contract in the situations set out in section 11.1 we will refund any money you have paid in advance for the course you accepted a place on but we will deduct from that refund as reasonable compensation for the net costs we will incur as a result of ending your contract. The deductions will be commensurate with the table in 8.3 d.

11. Our rights to suspend education services

- 11.1. We may suspend our tuition services if you:
- a. Do not make a payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due. Where we suspend services, tuition will be resumed on payment of the invoice.
 - b. Where a student has an outstanding education debt (student fees) at the end of the academic year on a part-time MA programme, they will not be permitted to register for the second year of the programme unless that debt has been cleared or a suitable payment plan has been agreed with the Director of Finance.
 - c. No academic award may be conferred upon a student who is subject to education debt (unpaid fees).
 - d. You will not receive credit transcript of the programme of study, Under these circumstances, confirmation of results will be issued in writing and in a way that makes clear that the academic award has not been conferred.
 - e. You will not be able to attend graduation or other similar events until the debt is cleared.

12. How will we manage your debt

- 13.1
- a. We will consider each case of student debt on an individual basis, taking into account personal and financial circumstances before deciding on a course of action.
 - b. All evidence provided by you is treated as confidential in accordance with legal requirements related to the management of data.
 - c. We will ensure that you are given early warning of any action that may be taken against you.
 - d. We will act responsibly by taking reasonable steps to prevent an escalation in debt, by removing or limiting access to services rather than permitting access to continue and debt to accrue.
 - e. We will provide regular, automated reminders to you of the need to clear the debt and of any likely consequences on non-payment in good time if a payment is missed.
 - f. We pursue all debts, regardless of amount, in accordance with the relevant legal framework and reserves the right to take legal and other necessary action in order to recover all debt where it deems it to be appropriate
 - g. Agreement of individual payment plans to clear your debt will be made at our discretion. You are not automatically entitled to an individual payment plan once you are in arrears. We may actively make attempts to arrange individual payment plans but are not required to do so in every case.
 - h. You are required to ensure all contact information is kept up to date to ensure timely and effective communication in relation to debt management.
 - i. If you wish us to communicate with a third party in relation to your debt, you must provide written consent for third party contact, authorizing us to discuss the case with a named third party. You will not receive credit transcript of the programme of study, Under these circumstances, confirmation of results will be issued in writing and in a way that makes clear that the academic award has not been conferred.
 - j. We may require you to withdraw from your studies where you have accumulated educational debt.
 - k. Students who wish to be readmitted to the programme once they have been withdrawn must clear the debt before complying with standard readmission procedures. We may require you to prove that you are able to fund any further continuation on the programme.
 - l. A student who wishes to appeal against a withdrawal decision due to debt must do so in writing to the Director of Finance (Peter@voicestudycentre.com), stating the grounds for appeal. Although other grounds may be considered on merit at the discretion of the Director of Finance.

The two legitimate grounds for appeal are:

- Evidence of factual error or new information that has come to light that may have

- resulted in a different decision.
- Evidence that University procedures have not been followed correctly when managing the decision to withdraw the student.
- m. The Director of Finance or his/her nominee will consider the appeal and make a decision either to (i) re-admit the student; or (ii) to dismiss the appeal and uphold the original decision. The decision of the Director of Finance or his/her nominee is final.

13. Our responsibility for loss or damage suffered by you

- 13.1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the application process.
- 13.2. We are not liable for business losses. We only provide courses for domestic and private use. If you use a course for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 13.3. We shall be liable to you for any direct, indirect, incidental, special or consequential damages, cost and claims regarding the lack of recognition of your Programme and/or the mode of online delivery of your Programme by any third person (including without limitation any government, state or local authorities and prospective employers) in any country, state or jurisdiction.

14. How we may use your personal information

- 14.1. We will use the personal information you provide to us:
- a. To provide all information relevant to the course to you;
 - b. To process your payment for the course;
 - c. If you agreed to this during the enquiry process to inform you about similar courses that we provide, but you may stop receiving these at any time by contacting us.
- 14.2. We will share your personal information with:
- a. The University of Essex, other business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you. We will act in accordance with our data protection policy.

15. Technology

15.1. You will need the following essentials to participate in one of our online Courses:

- a. Access to a PC or laptop and webcam;
- b. Headset with microphone;
- c. Ability to connect to the internet via a broadband connection;
- d. Word processing software, for example Open Office.

15.2. The above list is not exhaustive, and you may need access to additional equipment and/or software to study specific courses. If this is the case, it will be specified on our website and you will be advised of any additional requirements prior to the start of your course.

15.3. Our learning platform supports all the major modern browsers. However, for optimum performance we recommend that you use the latest version of Chrome. Our learning platform does not support versions of Internet Explorer 9 or below.

15.4. Your web browser may have active pop-up blockers to suppress unwanted advertising. Similarly, you may be behind a content-blocking device such as a firewall. It may be necessary to reconfigure or disable these. If you are accessing the learning platform from work or in a public place you may have to contact the system administrator to do this.

15.5. **Computer equipment and internet access costs.**

These are not included in our tuition fees and are your responsibility.

16. Other important terms

16.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happened and we will ensure that the transfer does not affect your rights under this contract.

16.2. Courses are not transferable between students.

16.3. Students must not make their online passwords available to any third parties.

16.4. You must meet the Minimum Study Requirements in any year of study. Courses must be completed within the Maximum Period of Study outlined in the Rules of Assessment.

16.5. Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.6. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.7. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide your course, we can still require you to make the payment at a later date.

Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of Courses in the English courts. If you live in Scotland you can bring legal proceedings in respect of courses in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of courses in either the Northern Irish or the English court.