

Courses Terms & Conditions

Please read carefully this document and keep it safe for future reference. It covers, among other things, course fees and refund policy.

For short courses (less than 24 hours of lectures in total) refer to document LSSP041 which can be downloaded from www.londonschoolofsound.co.uk

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1. **Registration & Course Fees**

- a. Places can be reserved only on receipt of the course Registration Fee (unless otherwise specified) and completed application form. It is the student's responsibility to ensure that every part of the application form is filled accurately and truthfully. Failing to do so will result in the registration being delayed and might result in losing the place.
- b. Should a place not be available for the preferred date as requested in the application form, the registration will be automatically moved to the next available course and entered in a waiting list that has higher priority against new applications. We will make every reasonable effort to contact you and arrange alternative options but the school accept no responsibilities in the event that a suitable date is not agreed within the time set in (1f). In case of new places becoming available due to cancellations or new classes being added to the calendar, the date and time of registration will be used to establish the order in which these places will be offered to students on a waiting list.
- c. The Registration Fee is not refundable under any circumstances. It might be possible, entirely at the discretion of LSS, to set the Registration Fee against another course, providing it satisfies the conditions outlined in point (4).
- d. Unless a different financial arrangement has been agreed in writing, all courses must be paid in full within the default timeframe as defined in article (1e) prior to course commencement: failure to do so will result in forfeiting the course Registration Fee.
- e. The time frame for payment of the course fees is 56 days (8 weeks) ahead of the scheduled start of the course (and 14 days for short courses). Where an installment plan has been agreed this timeframe refers to the first installment.
- f. All courses must start within 6 months from the date of the first payment (be it the registration fee, the first installment or the full amount). After this period the booking is considered void and no refund is given.
- g. The LSS reserves the right to reject an application without explanation.

2. **Withdrawals/Refund Policy**

- a. Refund applications will only be considered if sent in writing through registered mail or handed directly to the School Manager.
- b. Students who wish to withdraw and apply for a refund must do so within 28 calendar days before the course is due to start. After this time no refund will be given, although it may be possible to transfer the booking to a later time or another course, subject to the conditions outlined in our Change Policy (3).
- c. Unless otherwise specified, 'refund' means the full amount paid minus the Registration Fee and any eventual bank, card processing, or reseller fee.
- d. Refunds can only be issued to the bank account from which the original payment was made.

- e. Refunds can only be made by cheque or bank transfer to a bank in the European Union.
- f. In the unlikely eventuality that the LSS has to cancel a course, the amount already paid can be transferred to another course or refunded. In this case, the refund will equal the full amount paid minus the value of any lecture already held and any educational material already in possession of the student.

3. **Change Policy**

- a. Any change to the agreed course dates, including upgrades, is arranged at the sole discretion of the School, and is subject to availability and additional charges – see 'Additional Charges' (4).
- b. Agreed changes to course dates must fall within a 6-month period of the original booking – see 'Registration & Course Fees' (1e).

4. **Additional Charges**

- a. Changing the start date of a course will not trigger additional charges, providing the request is received in writing up to 28 days prior to the start of the course and no other change has been previously granted. Failing that, a request to change the starting date will qualify as a transfer.
- b. Upgrades and transfers to any other courses incur a 'Change Fee' equal to £400 or 20% of the value of the original course – whichever is the greatest – plus the difference between course fees if the new course is more expensive.
- c. No refunds can be given when moving to a less expensive course, but the difference can be credited towards any other course (after deducting the Change Fee). The new credit will still be subject to the time limit set in (1f)

5. **Non-European students**

- a. It is the student's responsibility to make sure that all the conditions necessary to enter the UK as a visitor or a student are satisfied.
- b. The course and registration fees must be paid in full before the LSS can issue any statement confirming student status (by email, letter or any other form). Students applying for a course of one year or more can obtain documentation confirming the student status on receipt of the course fees for just the first module of the course.
- c. The time frame for payment of the course and registration fees is 84 days (12 weeks) ahead of the scheduled start of the course.
- d. IMPORTANT: refunds can be issued only to European bank accounts, and never to an account that is different from the account from which the payment originated. This means that in most cases non-EU residents will not be able to obtain a refund. The fees paid could be credited against another course, subject to our Change Policy (3).
- e. *To comply with current legislation the school must check the validity of Passport and VISA documents for students holding an Adult Student VISA or Student Visitor VISA. This check is repeated every year for the duration of the course, and copies of these documents will remain with the school as part of the students' files. Furthermore the student is responsible for ensuring that the contact details given to the school (UK address, email, mobile phone, etc) are always correct and up to date. Failing to do so might ultimately result in early termination of the course and deportation.*

6. **Student Code of Conduct**

- a. Students are expected to abide by the Student's Code of Conduct; this is provided to each student at the time of registration and is also available upon request through the school's office.
- b. On or before the first day of attendance students will be required to sign a learning agreement to acknowledge the acceptance of the Code of Conduct.
- c. Students will not be accepted to a class unless the Learning Agreement has been signed, therefore failing to sign the Learning Agreement will result in immediate termination of the course, with no refunds due and no credit available for any other course or service.

7. **Absence**

- a. For justified absences the LSS will make every reasonable effort to reschedule the lecture, subject to availability of seats on other classes.
- b. In the event of prolonged absence and continued lateness, LSS reserves the right to charge for extra lectures and ultimately terminate a course prematurely (no refund given).
- c. In addition to the required coursework and grades (where applicable) a minimum attendance rate of 80% is required to gain LSS certification.

8. **Access to the Premises**

- a. Students are not allowed in the premises outside the agreed lecture times, unless a practice session has been agreed and confirmed in writing by the School Manager.
- b. The LSS reserves the right to refuse access to the premises to unauthorized visitors or anyone

found to be in breach of the Code of Conduct (6).

9. **Intellectual Property**

- a. All the course material (including, but not limited to, samples, presets, examples, tutorials and recordings) is protected by copyright and belongs to the London School of Sound and to the respective owners.
- b. Students retain full ownership and copyright of any work created during the course, with the exception of work based (or partially based or derivative) on the material described above (9a) and in the case of work based on exercises jointly developed with members of LSS staff, in which case the copyright is assigned entirely to the London School of Sound unless a separate agreement is reached between the parts involved.
- c. Students agree not to engage in any activity that might knowingly breach copyright or be subject to criminal prosecution.

10. **Miscellaneous**

- a. The London School of Sound 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 promptly be made available on the LSS website and from that moment become effective.
- b. The London School of Sound and its staff cannot be held liable for any damages or loss incurred as a consequence of a course cancellation or change (including but not limited to: change of course content, class times and dates)
- c. The opinions expressed by LSS staff during the lecture are not necessarily those of the London School of Sound and cannot be quoted as such.
- d. The London School of Sound will not make public use of a student's name provided a specific request is received in writing at the time of enrollment. Students and their guests will not object to the use of their work, likeness and name used in the representation of the school's activities for promotional purposes in any media.
- e. Students are responsible for their guests at all times. In particular students are responsible for their guests understanding and accepting to abide by the same terms and conditions where applicable for the length of their stay in the premises.

11. **Definitions**

- a. *London School of Sound (also referred to as 'LSS', 'we', 'the School')*: London School of Sound Limited of 35 Britannia Row, London N1 8QH.
- b. *Student*: the person entering in to this agreement with the London School of Sound.
- c. *Guest*: anyone entering the premises on a Student's request, including but not limited to friends, relatives, ex-students, musicians.
- d. *Staff*: anyone working for or on behalf of the London School of Sound.
- e. *Lecturer (also 'trainer', 'teacher', 'instructor', 'tutor')*: The person who provides the training on behalf of the London School of Sound.
- f. *Premises*: the premises at 35 Britannia Row, London N1 8QH, and any other location where a course may take place.
- g. *Registration Fee*: non-refundable fee to cover administrative costs. This refers to a specific course type but not to a course date in particular.
- h. *Date of Registration*: the date on which the payment of the Registration Fee is received by the School.
- i. *Course*: training service of any given length provided by the LSS to an individual ('student') or group of people ('students'). Course are identified by a course code and then by additional number which uniquely identifies the start date of that course.
- j. *Short Course*: notwithstanding the above definition of course, a short course is defined as any training of 24 hours or less, irrespective of how these hours are distributed over any length of time. A short course booked as part of a multiple booking is considered a module of a longer course of study, therefore reverting to the conditions and terms applicable for all other courses.
- k. *Application*: the payment of the registration fee and submission of application form from a prospective student. If the application is accepted a place is reserved on the next available course. In the rare event that an application is rejected the applicant is registered as withdrawn from the course, so that records can be kept for future reference.
- l. *Scheduled Course Start*: the date originally set on which the first class is expected to take place, as first advertised on the London School of Sound website, irrespective of any adjustments, cancellations or changes that might be required by London School of Sound.
- m. *Day*: unless otherwise specified it refers to calendar days.
- n. *Booking*: the reservation of a place on a course
- o. *Educational Material*: any material included in the course or purchased separately that is used to aid the learning process, such as but not limited to books, course notes, manuals, computers, computer

software, accessories, data and music in electronic form or stored on a physical support.

By accepting these terms and conditions you enter in to an agreement with London School of Sound which regulates the relationship between you and the school.

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.

If you need to contact London School of Sound:

telephone 0207 720 6183 (office hours 10.30 to 18.30, Monday to Friday excluding public holiday)

email info@londonschoolofsound.co.uk