



# POINT BLANK

## MUSIC SCHOOL

### UNDERGRADUATE TERMS AND CONDITIONS OF STUDY FOR STUDENTS STUDYING AS PART OF POINT BLANK'S VALIDATED DEGREE PROVISION WITH MIDDLESEX UNIVERSITY

#### DOCUMENT CONTROL BOX

<b>People in scope:</b>					
<b>All students</b>	<b>HE Students</b>	<b>Professional Students</b>	<b>All staff and students</b>	<b>Staff only</b>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Sites in scope:</b>			<b>Publication:</b>		
<b>All</b>	<b>London</b>	<b>Online</b>	<b>Internal</b>	<b>Public</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<b>Version:</b>	1.0	<b>Date Approved / Committee:</b>	August 2024 – Executive Committee	<b>Date of next review:</b>	August 2025

If you have a disability which makes reading this document or navigating our website difficult and you would like to receive information in an alternative format, please contact: [support@pointblankmusicschool.com](mailto:support@pointblankmusicschool.com).

## 1. OVERVIEW

- 1.1 These terms and conditions accompany, and should be read together with, your formal offer of admission. Any offer of a place made to you by Point Blank Music School ("Point Blank") is on the basis that by accepting your offer, you agree to the following terms and conditions, which form part of the student contract between you and Point Blank. It is therefore important that you carefully read and understand these terms and conditions as Point Blank will apply and rely on them during your time as a student.
- 1.2 By accepting a place at Point Blank, you agree to follow these terms and conditions and all Point Blank statements and policies. Before starting on a course at Point Blank, you will need to familiarise yourself with the following specific regulations:
- Finance Policy - HE
  - Withdrawal, Interruption and Internal Transfer Policy;
  - Academic Regulations;
  - Acceptable use of IT and E-Safety;
  - Admissions policy;
  - Academic Misconduct policy;
  - Student Disciplinary policy;
  - Student Charter; and
  - Freedom of Speech Code.
- 1.3 Your course is validated by Middlesex University. By accepting your offer, you agree to abide by Middlesex University's Academic Regulations.

## 2. ENROLMENT

- 2.1 Point Blank reserves the right to refuse enrolment 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 Point Blank in respect of tuition fees.
  - 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 conditions of your offer.
  - iv. If 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. This includes failure to obtain any necessary visas under the terms of Point Blank's sponsorship license.
  - vi. If you fail to take up your place at the start of your course.
  - vii. If you fail to attend in accordance with Point Blank requirements.
  - viii. If you are found to have committed gross misconduct or found guilty of a criminal offence that is judged to impact on your ability to become or remain a Point Blank student.
- 2.2 You will only be able to enrol onto your course when you provide evidence of valid permission to study in the UK, including having obtained any visa required, 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.
- 2.3 By accepting the offer of a place you agree that:
- you will co-operate with any information requirements which Point Blank is required to undertake by the UK government or its agencies to maintain compliance with its responsibilities under immigration law and regulations;
  - you are in a position to secure funding for your studies; and

- if you require a visa or other form of registration to study in the UK, you will comply at all times with the terms of that visa/registration.

### **3. COMMUNICATIONS WITH POINT BLANK**

- 3.1 On enrolment, you will be allocated a Point Blank email account. All email communications from Point Blank will be sent to that account and you are expected to use that account for all communications with Point Blank. You are expected to check your Point Blank email account regularly. Any communication sent to you at this email account will be regarded as properly sent and received by you.

### **4. YOUR TUITION FEES**

- 4.1 The tuition fees for your course will be as set out in your offer letter. The level of tuition fee charged will depend on whether your fee status is “home” or “international”. By accepting your offer, you are agreeing to pay your tuition fees annually as set out in our [Finance Policy – HE](#).
- 4.2 If you are a home fee paying student, your tuition fees are regulated by legislation. Point Blank reserves the right to increase tuition fees in subsequent years of your course where there is a change in the amount of tuition fees Point Blank is legally entitled to charge you for your studies. Such increases will be limited to the maximum amount set by legislation. If we intend to exercise this right, we will notify you by the end of June in the academic year before the one in which we intend to increase tuition fees.
- 4.3 If you are an international fee paying student, your tuition fees may be subject to increase in the second and subsequent years of your course in line with the prevailing Retail Price Index inflation rate (up to a maximum of [10]%). If we intend to exercise this right, we will notify you by the end of June in the academic year before the one in which we intend to increase tuition fees.
- 4.4 Your tuition fees include tuition, digital learning resources and first attempt examination or assessment fees. Tuition fees exclude reassessments, repeat module tuition, equipment costs, materials and graduation ceremonies. In the event that you need to retake a module or assessment, you will be required to pay a prescribed fee on registration for the reassessment or module, unless agreed otherwise with Point Blank. More information can be found [here](#).
- 4.5 Courses may charge additional costs for items such as field trips and materials. Further information can be found on the Point Blank website and your course page on the VLE.
- 4.6 You will be invoiced by Point Blank for the full amount of your tuition fees for each year of your course, unless (for each year of your course) you have either:
- financial support via Student Finance England, Wales, Northern Ireland, or Student Awards Agency for Scotland; or
  - an official letter from an employer or a sponsor indicating responsibility for the payment of your fees in full or part; or
  - you have made arrangements to pay your tuition fees by instalment (see below).
- 4.7 It is your responsibility to ensure that, where applicable, a copy of the appropriate funding documentation as referred to above is submitted to the Finance Department as part of enrolment or as soon as possible thereafter.
- 4.8 You are responsible for the payment of your tuition fees, even where a sponsor or third party is paying these on your behalf. If a third party or sponsor fails to pay tuition fees

by the due date, you will be invoiced personally for any outstanding balance.

- 4.9 You may be eligible for payment of fees in an instalment plan. More information can be found in our [Finance Policy – HE](#).
- 4.10 Late or non-payment of tuition fees may lead to the cancellation of your place on the course, exclusion from assessments, withholding results or being unable to progress onto any subsequent year or level of a course. Access to Point Blank’s buildings and IT services may also be withheld. Should tuition fees be outstanding on completion of the course, Point Blank reserves the right not to issue any certificates or transcripts until all outstanding tuition fees are paid.

## **5. CANCELLATION**

### **5.1 Right to cancel**

You have the statutory right to cancel your contract with Point Blank within 14 days without giving any reason. The cancellation period will expire 14 days after the day you accept the offer of a place at Point Blank. To exercise your right to cancel, you must inform us of your decision to cancel this contract by clear statement (e.g. a letter sent by email or post). You may use the model cancellation form provided at the end of this document, but you are not required to do so.

To cancel this contract within the cancellation period, it is sufficient for you to send your communication exercising your right to cancel before the 14-day statutory cancellation period has expired. Cancellation emails can be sent to the Admissions Team at [admissions@pointblankmusicschool.com](mailto:admissions@pointblankmusicschool.com)

### **5.2 Courses that begin within the statutory cancellation period**

If your course is due to begin within 14 days from the date you accept the offer of a place at Point Blank (e.g. if you have applied through Clearing) then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the statutory cancellation period. If you subsequently decide to cancel the contract within the statutory cancellation period, you will be liable to pay a proportion of tuition fees to cover the period from the commencement of Point Blank’s service to you to the date of cancellation, as set out in the [Finance Policy – HE](#).

### **5.3 Cancellation after the statutory cancellation period**

You can cancel this contract after the statutory cancellation period has expired for any reason but it is important to note that Point Blank will not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees, as set out in the [Finance Policy – HE](#).

## **6. REQUESTS TO TRANSFER ROUTE/PATHWAY, CANCEL A PLACE, REPEAT STUDIES, INTERRUPT STUDIES, OR WITHDRAW FROM A COURSE**

- 6.1 There is no automatic right to a transfer to another programme, repeat or interrupt studies. Each request will be considered based on the individual request and circumstances, in line with the Programme Withdrawal, Temporary Interruption and Internal Transfer Policy.
- 6.2 Please note that students sponsored by Point Blank on a Student Visa are not permitted to change their programme pathway for the duration of their course after

their CAS (Confirmation of Acceptance for Studies) has been issued.

6.3 Requests to change any course details, withdraw from your course or cancel your place must be sent to:

- Prior to course start– [admissions@pointblankmusicschool.com](mailto:admissions@pointblankmusicschool.com)
- After formal course start date – [support@pointblankmusicschool.com](mailto:support@pointblankmusicschool.com)

6.4 Requests to interrupt, transfer programme, 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 sponsor may cease and as such you may become responsible for increased personal contribution to the cost of the course on your return.

## **7. REASONABLE ADJUSTMENTS**

7.1 Point Blank is committed to providing an inclusive and accessible environment. We take seriously our duty to implement reasonable adjustments to remove barriers that put students with disabilities at a substantial disadvantage compared to those who do not have disabilities.

7.2 We therefore encourage individuals to disclose their disability and support needs and engage in any necessary discussion or health assessments as required by Point Blank at the earliest opportunity. Early disclosure of disability during the admissions process means Point Blank is more likely to be able to implement support before an individual's arrival at Point Blank. Where individuals do not disclose their disability and support needs early on, this may lead to delays in the implementation of reasonable adjustments and as a result, support may not be able to be implemented until after an individual arrives at Point Blank and begins their course.

7.3 There may be exceptional circumstances where an individual:

- may be asked to defer their entry to allow the University time to make the necessary reasonable adjustments; or
- is unable to undertake a course for a reason related to their impairment or condition despite all reasonable adjustments being made by the University.

Such cases will be assessed by the Disability Service and relevant course faculty on a case-by-case basis.

## **8. REGULATIONS**

8.1 You will be required as a condition of enrolment and as a term of the contract between you and Point Blank to abide by, and adhere to, Point Blank's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students as amended from time to time ("the Regulations"), which relate, among other things, to conduct and discipline, complaints, use of facilities (including IT facilities), health and safety, administration, assessments and the requirements of academic courses. These Regulations are available on Point Blank's website at:

<https://www.pointblankmusicschool.com/legal/public-policies/>.

8.2 Key provisions of these rules and regulations of which you should be aware include:

- (a) Point Blank's expectations regarding student attendance, academic due diligence and academic progress. Failure to meet these expectations may mean that you are not permitted to progress with your course.

- (b) [Point Blank's/Middlesex University's] rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further information can be found at [link].
  - (c) Point Blank's rules regarding payment of fees due Point Blank. If you do not pay money that you owe to Point Blank, Point Blank reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, Point Blank will consider all circumstances of your case. Further information can be found in our [Finance Policy – HE](#).
  - (d) Point Blank's Student Charter and Disciplinary Procedure, which set out our expectations of student behavior. Breach of the Student Charter could result in a disciplinary process which could result in expulsion from Point Blank.
  - (e) Point Blank's Fitness to Study Policy and Fitness to Study Procedure, which describe the steps Point Blank may take if there are concerns about your health and wellbeing that raise questions about your fitness and suitability to continue to study.
  - (f) Point Blank's Freedom of Speech Code, which sets out Point Blank's expectations in relation to upholding freedom of speech and academic freedom within the law, the procedures to be followed in organising events on Point Blank-controlled premises and the expected conduct at such events. Failure to follow the Code could result in a disciplinary process. Additionally, breaches of the law may give rise to prosecution.
- 8.3 Point Blank reserves the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of Point Blank, this will assist in the proper delivery of education. Changes are usually made for one of the following reasons:
- (a) to review and update the Regulations to ensure they are fit for purpose;
  - (b) to safeguard academic standards, for example, in response to external examiner feedback;
  - (c) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - (d) to incorporate sector guidance or best practice;
  - (e) to incorporate feedback from students; and/or
  - (f) to aid clarity or consistency of approach.
- 8.4 Any changes will normally come into effect at the start of the next academic year, although some may be introduced during the academic year where Point Blank reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. Point Blank will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. The updated Regulations will be made available on Point Blank's website and may be publicised by other means so that students are aware of any changes.
- 9. CHANGES TO COURSES**
- 9.1 Point Blank will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for the course in accordance with the description given to it for the academic year in which you begin the course.

However, Point Blank will be entitled to make reasonable changes to your course or to related educational and other facilities and services where that will enable Point Blank to deliver a better quality of educational experience to students enrolled on the course. Reasons for such changes may include:

- i. to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
- ii. to reflect changes and developments in pedagogy or academic research to ensure that your course is relevant and up-to-date;
- iii. improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
- iv. in response to relevant professional or accrediting body requirements or guidance

9.2 Such changes may be to:

- the content and syllabus of courses;
- the timetable, location and number of classes;
- the structure and/or timing of the academic year;
- the method of delivery of courses, services and facilities; and/ or
- the examination and assessment process.

9.3 In making any such changes, Point Blank will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the University changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider. Further guidance can be found in our [Student Protection Plan](#).

9.4 In exceptional circumstances, Point Blank may discontinue a course or decide not to run a course in a particular academic year where the numbers recruited to it are so low that it is not possible to deliver an appropriate quality of education. In such circumstances, Point Blank will use its reasonable endeavours to assist you to transfer to an appropriate alternative course or to another provider in accordance with our [Student Protection Plan](#).

## 10. EVENTS OUTSIDE OF OUR CONTROL

10.1 Sometimes circumstances beyond the reasonable control of Point Blank that could not have been prevented even if Point Blank had taken reasonable care ("Events Outside of Our Control") mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.

10.2 Examples of Events Outside of Our Control include (but are not limited to):

- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
- industrial action by third parties;
- power failure;
- acts of terrorism;
- pandemics, epidemics and other threats to public health;
- fire;
- severe weather conditions;
- natural disasters;



- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- sanctions imposed by any country;
- withdrawal by any government or local authority of any necessary licence; and/or
- insufficient uptake of a course.

10.3 Where Events Outside of Our Control occur, we will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those applicants or students who are affected, by, for example:

- offering the opportunity where reasonable possible to move to another course;
- deferring the start date for the course;
- delivering the course in a different way, from another location or online, or at another time;
- delivering a modified version of the same course;
- assisting you to transfer to complete the course at another institution; and/or
- delivering other services and facilities in a different way, from a different location or online.

10.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with Point Blank and we will follow our Student Protection Plan. Alternatively, you make a complaint under Point Blank's Student Complaints & Grievance Procedure.

10.5 Where Events Outside of Our Control occur and Point Blank is unable to take steps to minimise the resultant disruption to students then neither Point Blank nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

## **11. CRIMINAL CONVICTIONS**

11.1 As a condition of taking your place at Point Blank, you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant unspent criminal convictions by contacting the Student Experience Team at [support@pointblankmusicschool.com](mailto:support@pointblankmusicschool.com). The Student Experience Team will contact you if further information is required. Point Blank will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements. The Safeguarding Panel will then assess the case and make recommendations to relevant departments in relation to support or a change of circumstance.

11.2 In the most serious cases, students who receive a criminal conviction during their studies may be suspended or withdrawn and/or have their enrolment terminated, depending on the nature of the circumstance. This will only be the case following completion of the disciplinary procedure or fitness to study process, where appropriate.

11.3 Relevant unspent criminal convictions include:

- any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
- offences listed in the Sex Offences Act 2003;
- the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;



- offences involving firearms;
- offences involving arson; and
- offences listed in the Terrorism Act 2006.

## **12. INTELLECTUAL PROPERTY**

- 12.1 Any intellectual property rights developed, made or created by a student whilst on an undergraduate course at Point Blank, including any original scores or songs, will remain the intellectual property of the student and will not be owned, in any way, by Point Blank or its subsidiaries.
- 12.2 From time to time, Point Blank may offer certain students publishing and/or production licensing and/or administration arrangements, with the express intent of cooperatively exploiting songs and/or recordings presented by the student to Point Blank. All such arrangements shall be subject to separate contractual arrangements, which may include a different position regarding the ownership and/or exploitation of intellectual property rights.
- 12.3 Point Blank materials and courses described in this document are and shall remain the exclusive property of Point Blank or its licensors. Point Blank shall also own all intellectual property rights arising in the parts of recordings and writings made or written by Point Blank employees during the teaching of courses where Point Blank and its employees have had input into the composition and/or recording and/or production of said works. Any unauthorised reproduction, dissemination, broadcast or other use of such Point Blank owned or controlled recordings and/or writings is prohibited and shall constitute breach of these terms and conditions and may result in disciplinary action against infringing students.

## **13. DATA PROTECTION**

- 13.1 You can find out more about how Point Blank handles student personal data and your rights in relation to data protection in our Student Privacy Notice.

## **14. GENERAL**

- 14.1 You are required to update Point Blank on any changes to your term time or permanent address, home or mobile number or personal email within 7 days of the change.
- 14.2 Before you enrol you will be asked to provide Point Blank 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 Point Blank has a serious and continuing concern about your vital interest or the people around you, Point Blank can contact your emergency contact without your explicit consent.
- 14.3 Students are required to always wear their Point Blank identity card when on Point Blank property.
- 14.4 Upon completing or withdrawing from your studies, you are required to return your student identification card, together with any other property that is owned by Point Blank.
- 14.5 If any provision of the contract between you and Point Blank is held to be void or unenforceable in whole or in part by any court or other competent authority, the contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.

14.6 The contract between you and the University shall be governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.

14.7 Point Blank's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

## **15. FEEDBACK, APPEAL AND COMPLAINTS**

15.1 Complaints relating to admissions issues will normally be dealt with informally in the first instance and should be addressed to the Admissions Manager and sent to [admissions@pointblankmusicschool.com](mailto:admissions@pointblankmusicschool.com). Further guidance can be located in the [Higher Education Admissions Policy](#).

15.2 We welcome feedback on our courses and the services we offer. If you have any concerns or feedback we would encourage you to discuss them with those responsible or raise them with the Student Experience Team so that we can provide you with a quick resolution.

15.3 If you are unable to resolve your concerns informally, Point Blank has a Student Complaints and Grievances procedure that is accessible to all students.

15.4 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 Point Blank's procedures are completed. If you remain unhappy with the outcome following completion of Middlesex University's complaints procedure, you are able to complain 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)

### **MODEL CANCELLATION FORM**

Please fill out this form and send by email to the Admissions Team at [admissions@pointblankmusicschool.com](mailto:admissions@pointblankmusicschool.com).

I hereby given notice that I wish to cancel my contract with Point Blank Music School to study the course commencing in [                      (month)] [                      (year)].

Name of student:

Student number:

Course title:

Date you accepted your offer:

Address of student:

Signature of student:

Date: