

Bristol Old Vic Theatre School

NON-DEGREE COURSES TERMS AND CONDITIONS

Last reviewed July 2025

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1. Terms

1.1. Please ensure you have read and understood these Terms and Conditions before you enter into a contract with BOVTS. If you have any queries about these Terms and Conditions and require further information, please contact stage.door@oldvic.ac.uk.

When you pay for a non-degree course with us, you agree to these Terms and Conditions.

1.2. We are Bristol Old Vic Theatre School which is a charity whose registered office address is at 1-2 Downside Rd, Clifton, Bristol, BS8 2XF. You can contact us by telephoning our reception on 0117 973 3535 or by writing to us at stage.door@oldvic.ac.uk or Bristol Old Vic Theatre School, 1-2 Downside Rd, Clifton, Bristol, BS8 2XF

1.3. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your information / application form.

1.4. Your attention is drawn in particular to the following sections:

1.4.1. Section 4 – Your Obligations to Us

1.4.2. Section 8 – Termination

1.4.3. Section 9 – BOVTS's Right to Suspend / Terminate

2. Definitions

2.1. In this document, "you" and "your" means the course participant; "we", "us" and "our" means BOVTS. The term "course" is used to refer to the full programme of training.

2.2. These terms apply to BOVTS Non-degree Courses and will be present on the web page of any course they are applicable to.

2.3. These terms may have changed since you last reviewed them. We strongly recommend that you check back each time you apply or book a course with us to see what, if any changes, we have made. Please note, if your application for a non-degree course is accepted and you book a non-degree course with us, you will be bound by the version of these terms that was available/current at the time you booked the course.

2.4. By agreeing to these terms and conditions you also agree to abide by BOVTS's policies, procedures and regulations, as outlined within this document. In the event of a conflict between these terms and conditions and other regulations, these terms and conditions take precedence.

3. Your Contract with BOVTS

3.1. A contract between you and us will be formed when we send written confirmation that your place on the course has been accepted, following receipt of your payment in full. This contract is governed by these Terms and Conditions and will continue until the course end date unless terminated earlier in accordance with Sections 7, 8, or 9.

3.1.1. Cancelled by you in accordance with the cancellation provisions at section 7;

3.1.2. Terminated by you in accordance with the termination provisions at section 8; or

3.1.3. Terminated by BOVTS in accordance with the termination provisions at section 9 below.

3.2. Before entering into this contract, you should read the contents of the relevant course webpage and ensure that the content of the course will meet your needs, that you meet the Entry Requirements and that you have access to the necessary equipment and materials.

3.3. The contract is governed by English law and, wherever you live, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

4. Your Obligations To Us

4.1. You are always required to behave courteously and respectfully towards other students and members of teaching and non-teaching staff, including visiting professionals, and towards other visitors to BOVTS in line with this policy

4.2. You are further obliged to:

4.2.1. Be responsible for your own learning, making use of the appropriate equipment and facilities and complying with the rules and regulations established by BOVTS for the use of resources and facilities, as provided in your course induction and [student handbook](#).

4.2.2. Participate actively in your training, including meeting our rules around attendance, which do not generally allow for absence other than in unavoidable circumstances, and do nothing that will hinder or interfere with the training of other students.

4.2.3. Adhere to these Non-degree Courses Rules and Regulations, including Health and Safety (section 17) and the integrated BOVTS policies in section 20.

4.3. It is your responsibility to ensure that you enrol on a course suitable to your level of experience and ability. Full course descriptions and indicative experience levels are provided on each course webpage.

5. Our Obligations To You

5.1. Our obligations are to:

5.1.1. Provide you with the tuition and learning support associated with your course with reasonable care and skill;

5.1.2. Subject to section 15, deliver your course as described on the website for the dates and duration confirmed by us when we accept your booking in accordance with section 3.

6. Fees and Payment

6.1. Fees are listed on the course webpage.

6.2. All fees are in GBP. If you are paying in a different currency, you are responsible for ensuring that you cover any related bank fees and charges.

6.3. Your place is not confirmed on the course until we have received your deposit or full fees, depending on the requirement for the specific course.

6.4. BOVTS reserves the right to withdraw any offer of a place if outstanding fees have not been paid by the required deadline.

6.5. All bookings are subject to the cancellation and refund terms outlined in Sections 7 and 8. During the booking process, you will be required to acknowledge these terms, including the limitation of refunds to up to 7 calendar days before the course and any waiver of cooling-off rights where applicable.

7. Cooling-Off Period (Distance Bookings Only)

7.1. In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you book your course online, by email, or by phone, you are entitled to a statutory 14-day cooling-off period from the date of entering into the contract with BOVTS, as outlined in Section 3.

7.2. If the course has not started within the 14-day cooling-off period, you may cancel for a full refund. Cancellation must be requested in writing by emailing stage.door@oldvic.ac.uk with your full name, contact details, course name, and booking date.

7.3. If the course is due to begin within the 14-day cooling-off period, you will be asked during checkout to expressly consent to the course starting within that period and to waive your statutory right to cancel. This waiver is required in order to finalise your booking.

7.4. If you do not waive your cooling-off rights and the course starts during the 14-day period, we will deduct a proportionate amount for the part of the course delivered prior to your cancellation, and refund the remainder within 14 days of receiving your request.

7.5. If you do waive your cooling-off rights during the booking process, no refund will be due once the course has started, in line with Section 8.

8. Termination and Cancellation by You

8.1. Where applicable, you may be asked to pay a deposit to confirm your place. If so, this will be clearly stated on the relevant course page.

8.2. Subject to your statutory cooling-off rights in Section 7:

8.2.1. If you cancel your booking in writing up to and including 7 calendar days before the course start date, we will refund your full course fee or deposit.

8.2.2. If you cancel fewer than 7 calendar days before the course start date, no refund will be issued.

8.2.3. Cancellation requests must be submitted in writing to stage.door@oldvic.ac.uk.

8.3. Once the course has started, refunds will only be granted in exceptional circumstances, at the Theatre School's discretion, and must be supported by relevant third-party evidence where requested. This does not affect your statutory rights under the Consumer Rights Act 2015.

8.4. BOVTS reserves the right to recover any losses or costs resulting from breach of contract or non-compliance with these terms.

8.5. Approved refunds will be issued to the original payment method in GBP. BOVTS accepts no responsibility for currency exchange losses or bank charges incurred.

9. BOVTS's Right to Suspend/Terminate

9.1. We may suspend or end your contract for these reasons:

9.1.1. You breach the terms and conditions of this contract, and associated policies, procedures, and regulations,

9.1.2. You provide inaccurate, incomplete, or misleading information on the registration form,

9.1.3. You do not provide the required documentation for registration at BOVTS, see section 10.

9.2. If your contract is suspended or ended for any of the reasons above, a pro rata refund will be issued, refunding you for the part of the course you have not yet undertaken, considering BOVTS's costs for the provision of the course up to the termination date and deducting BOVTS's costs for dealing with the termination resulting from your breaches and/or non-compliance.

9.3. **Course Suitability and Participant Responsibility.** Our short courses cater to a range of experience levels. It is your responsibility to ensure you enrol on a course appropriate to your experience and ability.

If, after the course begins, the Course Leader deems that the course level is significantly misaligned with your needs (either too advanced or too introductory), we will make every reasonable effort to offer you a suitable alternative, subject to availability.

If your continued attendance is deemed unsafe to yourself or others, the School reserves the right to withdraw you from the course. In such cases, a full refund will be issued.

This provision is in addition to your statutory rights and our general refund policy set out in Section 8.

10. Registration

10.1. You will be required to register at BOVTS on the first day of an in-person course, or the first in-person day of a blended course.

10.2. You will not be permitted to join an in person course unless you can evidence that you have the right to study in the UK. BOVTS is unable to sponsor Student Route Visas for Non-degree Courses.

10.3. You will be asked to provide an emergency contact should an Emergency Situation arise and support for your wellbeing is required.

10.4 You will be registered on the course under your legal name, however any chosen names and pronouns will be used during your tuition. As non-degree courses are not accredited, any certification of completion can be delivered using a chosen name.

11. Non-Attendance

11.1. Failure to attend classes does not entitle participants to refunds, extra tuition or a transfer.

12. Online Non-degree Courses

12.1. Our online non-degree courses take place on Google Meet. Students will be issued with [BOVTS's Online Course guidelines](#) ahead of the course, but BOVTS are not responsible for ensuring that students are suitably competent with Google Meet.

12.2. BOVTS can take no responsibility for technical problems that students may encounter arising outside of our control. We are unable to provide any technical advice beyond the guidelines that we issue but we will endeavour to assist you with any technical problems as much as we can.

13. Course changes, discontinuance, suspension and non-provision

13.1. BOVTS reserves the right to withdraw its courses if the minimum number of students has not been met 7 days before the course is due to start. In this case we will refund any fees paid for the course itself.

13.2. Please note that in the event of cancellation, BOVTS can accept no liability for any additional costs or expenses you may already have incurred; and we strongly recommend you purchase insurance cover for any travel or accommodation booked before the start of the course.

13.3. BOVTS reserves the right to make changes to any aspect of the course to ensure that it complies with any applicable laws or regulations.

13.4. If we are not able to run a session, we will make reasonable effort to reschedule the session, or extend remaining sessions to cover the lost time.

13.5. In the unlikely event that we change a course significantly we will;

13.5.1. take all reasonable steps to notify you at the earliest opportunity and minimise any disruption to your course (if you are affected by the change);

13.5.2. allow you to withdraw from the course and terminate the contract when you inform us of this intention in writing - by emailing stage.door@oldvic.ac.uk with your name, course name and request to withdraw.

13.5.3. on your withdrawal from the course, (if reasonable to do so), refund course fees and/or deposits paid (albeit please note that, if reasonable, refunds may be calculated on a pro-rata basis); and

13.5.4. where reasonably practicable, offer you a place on a course which we deem a suitable alternative.

13.6. Please note that minor changes to the course, such as the practitioner leading the course, does not qualify as a significant change and therefore will not be eligible for the steps set out in section 13.5.

13.7. If BOVTS cancels a course (for example, due to low enrolment), all fees paid will be refunded in full, regardless of whether the cancellation occurs within or after the 14-day cooling-off period. This refund will be issued via the original method of payment in GBP.

14. Changes to these Terms and Conditions

14.1. We may from time to time revise these terms and conditions including the rules, regulations, policies, and procedures referred to in these terms and conditions:

14.1.1. in circumstances where we reasonably consider this to be necessary for the enhancement of our provision in the best interests of participants and/or for the appropriate management of our resources; and/or

14.1.2. in circumstances which reflect changes in relevant laws.

14.2. Where changes are made to these terms and conditions, we will take all reasonable steps to communicate and explain these changes to you with as much notice as possible.

15. Events Outside Our Control

15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the contract if that is caused by an event outside our control.

15.2. "An event outside our control" means any act or event beyond our reasonable control, including without limitation:

15.2.1. strikes, lockouts or other industrial action or disputes (whether involving our workforce or any other party);

15.2.2. acts of God, pandemic, epidemic, quarantine, or widespread illness (whether affecting our staff and/or student body or otherwise), governmental requisitioning, emergency planning or provision;

15.2.3. war (whether declared or not) or threat or preparation for war;

15.2.4. riot, civil commotion, invasion;

15.2.5. an actual, suspected or threatened act of terrorism;

15.2.6. fire, flood, storm, tempest, explosion, earthquake, subsidence, epidemic or other natural disaster;

15.2.7. national emergencies;

15.2.8. breakdown of plant or machinery;

15.2.9. default of suppliers and/or sub-contractors; or

15.2.10. failure of public or private telecommunications networks.

15.3. If an "event outside our control" takes place that affects the performance of our obligations under the contract, we will notify you as soon as is reasonably possible and will take steps to minimise the effect of the delay; and our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.

15.4. Where the "event outside our control" affects our performance of services to you, we will resume the services as soon as reasonably possible after the "event outside our control" is over or resolved. Where the "event outside our control" makes course delivery impossible, we will offer a pro rata refund or the opportunity to transfer to a future equivalent course, in line with our obligations under the Consumer Rights Act 2015.

15.5. Where this is not possible, we will provide a pro rata refund for the portion of the course that has been lost.

16. Liability

16.1. We are responsible for losses you suffer caused by us breaching this contract which are "foreseeable" (meaning it is obvious that it will happen or at the time our contract with you was made, both you and we know it might happen).

16.2. But we are not responsible to you for any loss that is:

16.2.1. Unexpected – it was not obvious that it would happen and nothing you said to us before we entered into the contract meant we should have expected it (so, in the law, the loss was "unforeseeable").

16.2.2. Caused by a delaying event outside our control, as long as we have taken the steps identified in section 15.

16.2.3. Avoidable – something you could have avoided by taking reasonable action.

16.2.4. A business loss – we are supplying the course to you for domestic and private use. If you use the products for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

16.3. BOVTS does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents

or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to our provision of the courses.

17. Risk of Injury

17.1. We aim to provide a well-maintained environment that all users and staff members find safe and enjoyable and in which you can seek to achieve your learning goals effectively. In providing this environment, we understand and comply with our legal obligations to act reasonably to safeguard the health and safety of our students.

17.2. Pursuant to these terms and conditions, all students are required to familiarise themselves fully with and to adhere to the Health and Safety guidelines issued during your course induction and throughout the course.

17.3. You are required to ensure your own safety and the safety of those around you, and to ensure that equipment that you own is suitable for the proposed use and regularly checked and maintained.

18. Credit

18.1. BOVTS Non-degree Courses do not carry any academic credit.

18.2. Certificates are awarded for courses where this is specified on the webpage, and to students who had no unexcused absences or lateness and operated within the obligations laid out in this contract per section 4.

19. Complaints

19.1. Complaints can be made by following the [Non-Degree Courses Complaints Procedure](#)

20. Non-degree Courses Terms and Conditions

20.1. Breaches of these Terms and Conditions and all associated policies will result in BOVTS suspending or ending your contract, in line with section 9.

20.2. Sanctions will be considered in line with this policy and guidance in the [Non-Degree Studies Student Handbook](#) and could result in BOVTS terminating this contract in line with section 9.

20.3. General

20.3.1. Decisions made by BOVTS regarding the selection of instructors, the allocation of students to study groups, the material for that study and any roles allocated are made entirely at BOVTS's discretion.

20.3.2. Persons not officially enrolled on the course, nor authorised by the Head of Commercial & International, or Non-degree Courses Administration, are not permitted to sit in on classes, rehearsals, or presentations – online or in-person.

20.4. Attendance

20.4.1. 100% commitment, punctuality and full attendance is required of students.

20.4.2. It is essential to get written authorisation of any absence or lateness from the Non-degree Courses team by emailing stage.door@oldvic.ac.uk with as much notice as possible – including in the email your name, course name, and reason for absence.

20.4.3. If a student is late for an in person or online class, they will only be permitted to join the session with express permission from the class teacher. It is strongly recommended to be in the studio at least 5 minutes before the start of class.

20.4.4. If a student is not feeling well enough to come to morning classes then they are asked to not to come in the afternoon but rather rest and recover.

20.5. Photography

20.5.1. The unauthorised use of any kind of recording device – video or audio – is strictly prohibited on BOVTS premises.

20.5.2. It is not permitted to take photographs in sessions. If you do take photos around the BOVTS premises, then these must be for your own private use, and not to be published publicly. You must protect the privacy of other participants.

20.5.3. In exceptional circumstances, photography, video, or audio recording may be authorised by the Head of Commercial & International or Non-degree Courses Administration, but this will always be done in line with proper permissions.

20.5.4. It is prohibited for participants to photograph, audio record or video record any online or in person sessions.

20.6. Behaviour

20.6.1. You must have consideration and respect for everyone, in line with our [Valuing Diversity and Dignity at Work](#) statement.

20.6.2. Participants on BOVTS Non-degree Courses are required to work in line with the Code of Behaviour found in the [Non-Degree Courses Student Handbook](#)

20.6.3. Participants are required to develop and sustain mutually respectful professional relationships with BOVTS staff and students and abide by the [Student Staff Relationship Policy](#).

20.6.4. Participants must respect BOVTS property and other people's belongings.

20.6.5. Only eat, drink or smoke in designated areas.

20.6.6. Gambling is forbidden on BOVTS premises.

20.6.7. The taking of, or dealing in, 'recreational' or illegal drugs and substances is forbidden on BOVTS premises, as is being under the influence of non-prescribed drugs.

20.6.8. Consumption of alcohol or being under the influence of alcohol is forbidden during teaching hours.

20.6.9. Students should observe the standard practices of professional theatre in relation to rehearsals and the handling and use of any costume, props and/or other stage materials.

20.6.10. The downloading of inappropriate material or the misuse of the Internet on BOVTS premises is forbidden.

20.7. Appearance

20.7.1. All students are required to wear appropriate clothing to enable full participation in classes. Religious dress is included in BOVTS understanding of 'appropriate clothing' unless otherwise stated on a case by case basis, for example certain religious jewellery may need to be removed due to health and safety in a movement class.

20.7.2. Students are required to always maintain a professional standard of dress and hygiene.

21. Other Important Terms

21.1. We can transfer our contract with you, so that a different organisation is responsible for supplying the non-degree course(s). We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

21.2. You can only transfer your contract with us to someone else if we agree to this.

21.3. 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.

21.4. If a court invalidates some of this contract, the rest will still apply. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or invalid, the remaining paragraphs will remain in full force and effect.

21.5. Even if we choose to delay enforcing this contract, we can still opt to enforce it at a later date. Even if we do not take action right away for something you do or do not do that goes against this contract (like not paying), we may still take action later.

21.6. BOVTS cannot provide written references for Non-degree Course participants.