

CUKAS Apply 2012

Declaration

Please read this declaration and tick the box to confirm that you accept its terms, so we can process your application. You must tick the box to confirm that you accept the terms of the declaration, otherwise we cannot accept or process your application. This means that you agree to our [general terms and conditions for use of the CUKAS website](#), the [privacy policy](#) and the terms of the declaration as follows:

a. The information you supply

If we, or a conservatoire, have any reason to believe that you or one of your referees have:

- left out any information, including any qualifications you have completed, qualifications with an unsuccessful grade or qualifications for which you are still awaiting results;
- given false or misleading information;
- supplied a personal statement, or parts of a personal statement, that you have not written yourself;

we may take any necessary steps to check with you and other parties whether it is accurate or complete.

We have the right to cancel your application without giving you your application fee back, if we determine or (having carried out any necessary checks) or have reasonable belief that your application contains false information or you have not written your personal statement yourself.

If you have any reason to believe that information we have about you is not accurate or complete, you must tell us.

b. Your personal statement

Your personal statement must be your own work. We will carry out checks to verify that your personal statement is your own work.

If your personal statement appears to have been copied from another source we will inform the conservatoires to which you have applied. They will then take the action they consider appropriate.

c. Misuse of credit or debit card

If you pay your application fee using a credit or debit card that you do not have permission to use, we will cancel your application.

We may also cancel your application if your payment is not honoured ie a bank or credit card provider refuses to pay us.

d. If we need more information about you

We, and the conservatoires, may, at any time, ask you, your referee or your employer to provide more information about your application. For example, we may need to see proof of:

- your identity
- your status

- your qualifications
- your employment history.

If we do not receive that information by a set date, or if the information is not satisfactory, we can cancel your application without giving you your application fee back. If your application is cancelled, you will not be able to submit another application for entry in 2012.

e. How many places can you have?

If you make an application through more than one of our application schemes (CUKAS, the Graduate Teacher Training Registry (GTTR) or the Universities and Colleges Admissions Service (UCAS)), you may find yourself with more than one confirmed place.

If this happens we will ask you to accept one and withdraw from any others.

f. Your contract

Your application is a contract between you, us and the relevant conservatoires. No one else can enforce any part of this contract under the terms of the Contracts (Rights of Third Parties) Act 1999 or any other legislation.

g. If we make a mistake

We try to process applications and decisions efficiently and accurately. However, to the extent permitted by law, we will not be liable to you for any mistakes or delays, or any loss or damage suffered by you as a result of any mistakes or delays, or if the conservatoires change their decisions later.

h. What the conservatoire expects from you

If you accept an offer of a place from a conservatoire, you must accept the terms and conditions in their prospectus or in the contract they send you at the same time as or before you accept the offer.

You must read these terms and conditions carefully. They may allow the conservatoire to change or withdraw an offer of a place. If you have any questions about those terms and conditions, you should ask the conservatoire before you accept any offer of a place.

If the place is at an associated college, and you accept it, you may also have to follow the terms and conditions of its partner institution.

i. If the course cannot be offered

If you become a student, under your contract with the conservatoire, the conservatoire must do all they can to provide the educational services described in their prospectus. If the conservatoire is unable to provide these services for any reason, they must do all they can to keep the disruption to your education as small as possible.

j. Cancelling your application

You have the right to cancel your whole application. If you let us know within seven days of the date on our official Welcome letter to you, we will refund your application fee.

To do this, please contact our Customer Service Unit. If you cancel some, but not all, of your choices within seven days of the date on your Welcome letter, we will not make any refund.

If you want to cancel your application after seven days, you can use Track at www.cukas.ac.uk or call our Customer Service Unit. Your application fee will not be refunded. View our [contact us](#) page on our website.

k. Obtaining your consent

From time to time, as set out in this declaration, our privacy policy or otherwise in connection with your application, we will obtain your consent before we proceed with certain matters. We will always obtain your consent by you ticking on the appropriate checkboxes.

DATA PROTECTION ACT

UCAS seeks to comply with the terms of the Data Protection Act 1998 in all respects.

You confirm that the information you have given is complete and accurate. When you agree to the terms of use of the application scheme, you consent to the processing of your personal data (as defined by the Data Protection Act 1998) by the UCAS Group of Companies and educational establishments in accordance with our [privacy policy](#) as set out below.

This means that you accept that:

- a. we will share the details of your application with the conservatoires to which you apply at any time during the application cycle so that they can consider it.
- b. we may use details in your application to verify your identity by means of official, publically available or commercially available identity checking services. If any adverse information is revealed about you will have the opportunity to provide an explanation.
- c. we will share performance information, where available, about your UK school or college with the conservatoires to which you apply and they may use this information when they consider you.
- d. we may keep a copy of your application and use the information to collect and publish statistics or monitor equal opportunities (or both). No published information will identify you as an individual.
- e. we may use or disclose information on your application for research and monitoring purposes, but no information that could identify you as an individual will be published.
- f. we may co-operate with, and may share your personal data with banks, other organisations and their agents about any products and services which you apply for, by checking on your identity and status as a CUKAS applicant, or an accepted applicant, and the commencement date and duration of your study.
- g. we will, if appropriate, share information with relevant professional and/or regulatory bodies in connection with enquiries relating to ultimate fitness to practice.
- h. we will correspond with your exam board or awarding organisation about your results and in connection with any survey they undertake or commission on their behalf.
- i. if your application includes material that appears to have been copied from another source, we may notify the conservatoires to which you have applied and your existing school or college. Where you request us to do so, we may (but are not obliged) to enter into dialogue with those parties with a view to resolving the matter.
- j. we will supply details from your application and associated examination results to the Higher Education Statistics Agency.
- k. we will share your personal data with other companies in the UCAS Group, who (with your consent) may use it to keep you informed by electronic means, or (unless you

object) may use it to keep you informed by other means of information, services and products that they think are relevant to you as a student.

- I. we will share information from your application with government departments responsible for skills funding in the UK.

CONFIDENTIALITY

We confirm that the information provided in your application, including further information given to support your application and associated with the progress of your application through the CUKAS system, will normally be confidential between:

- a. you
- b. the UCAS Group of Companies
- c. your referee
- d. appropriate staff at the higher education establishments to which you have applied and their consultants or professional advisers.
- e. your school, college or training organisation including its governing body or controlling authority
- f. your parents or legal guardian, where appropriate
- g. your nominated representative whom you appoint and notify to us to act on your behalf in making enquiries
- h. your appointed agent to assist you in the processing of your application
- i. professional or regulatory bodies in connection with enquiries relating to ultimate fitness to practice
- j. your exam board or awarding organisation or their respective agents
- k. your student support assessment body
- l. the higher education funding councils for England, Wales, Scotland and Northern Ireland
- m. the Higher Education Statistics Agency
- n. the Department for Education and the Department for Business, Innovation & Skills, including Learning Records Service (previously MIAP)
- o. departments with remits in educational matters forming part of devolved Government in Wales, Scotland and Northern Ireland
- p. departments responsible for skills funding: the Skills Funding Agency (SFA), the Young Peoples Learning Agency (YPLA); the Department for Children, Education, Lifelong Learning & Skills (DCELLS), the Department for Employment & Learning Northern Ireland (DELNI) and the Scottish Qualifications Authority (SQA) or any successor bodies continuing similar responsibilities.
- q. accredited researchers or research bodies which request data for research purposes
- r. the conservatoire which accepts you, to create a student record about you for the Higher Education Statistics Agency and its statutory customers.
- s. for international applicants, the British Council or appropriate agency
- t. for applicants who also apply to study at institutions in the Republic of Ireland, The Central Applications Office Ltd. (Universities and other Higher Education Institutions) located in Galway, Ireland.
- u. The UK Border Agency in connection with verification procedures for the entry of an international applicant into the United Kingdom for study purposes.

OTHER USES

To prevent and detect crimes of any nature, including fraud and those relating to national security, we reserve the right to, or we may have to, give outside organisations, including the police, and other crime prevention and detection agencies, the Home Office, the Foreign & Commonwealth Office, the UK Border Agency, the Student Loans Company, the NHS, local authorities, the Student Awards Agency for Scotland, examination boards or awarding bodies, the Department for Work & Pensions and its agencies, professional bodies and other international admissions organisations, information from your application and associated records. We will keep your application for up to seven years to prevent or detect fraud.

We also reserve the right to authenticate your identity by using official, public and/or commercial identity checking services.

HOW TO GET A COPY OF THE INFORMATION THAT CUKAS HOLDS ABOUT YOU

We confirm that, in line with the terms of the Data Protection Act, you are entitled to a copy of all your personal data that we hold. We charge £10 for this service to cover administrative costs. If you would like a copy of the information, please write to us giving your full name, address, Personal ID and enclosing a cheque or postal order for £10, payable to CUKAS (please write your name and address on the back of the cheque or postal order). If you want to pay by debit or credit card please contact our **Customer Service Unit**.