



RA Schools Student Agreement

This Student Agreement (the “**Agreement**”) is the basis on which the RA Schools offers you a place on its three-year full-time postgraduate programme in contemporary fine art (the “**Programme**”).

You should also be aware of the RA Schools Policies and Procedures, current versions of which are available in the RA Schools Handbook. Any new or updated versions of RA Schools Policies and Procedures will also be made available to you upon publication.

(<https://www.royalacademy.org.uk/page/ra-schools-prospectus#policies>).

By entering into this Agreement, you are also agreeing to comply with the RA Schools Policies and Procedures.

To be enrolled onto the Programme, you must accept the terms in this Agreement.

If you do not comply with this Agreement, and the RA Schools Policies and Procedures, the RA Schools may apply certain sanctions, including those referenced in clause 4 below.

1. THE RA AND THE RA SCHOOLS

The RA Schools is part of the Royal Academy of Arts (the “**RA**”). This Student Agreement will form a contract between you and the RA. The RA is a registered UK charity, with charity number 1125383, and a registered company limited by guarantee in England and Wales, with registration number 06298947.

2. THE PROGRAMME

You can find any additional information you may require about the RA Schools and the Programme on our website (<https://www.royalacademy.org.uk/the-ra-schools>) and by talking to RA Schools staff before you enrol.

3. OFFER AND ENROLMENT

By entering into this Agreement, you are accepting an offer of a place on the Programme at the RA Schools and declare your intention to begin the Programme.

By accepting the offer of a place at the RA Schools you confirm and declare that the information you have provided in support of your admission to and enrolment with the RA Schools is accurate and complete to the best of your knowledge. You understand that the RA Schools requires all students to provide proof of identity, UK residency status documentation, and right to study at the point of enrolment.

4. RA SCHOOLS POLICIES AND PROCEDURES

You are aware that the RA Schools Policies and Procedures are available at:
<https://www.royalacademy.org.uk/page/ra-schools-prospectus#policies>

You are expected to know what the RA Schools Policies and Procedures say as they are binding on you.

The RA Schools Policies and Procedures may be amended from time to time in line with the provisions of this clause.

Key provisions in the RA Schools Policies and Procedures that you should be aware of include:

- how you will be supported;
- how we will ask you to share any disability/health needs and recommend reasonable adjustments;
- how we will support you to make the most of your time at the RA Schools;
- who will support you and guide your academic progress and pastoral support;
- what will happen if you do not make progress on the programme;
- how we can help with your study related financial support; and
- how we expect you to engage with the programme and support services.

Any failure to comply with the RA Schools Policies and Procedures and/or the terms in this Agreement may lead to disciplinary action against you, including exclusion from the RA Schools.

The RA Schools will review the RA Schools Policies and Procedures from time to time to assist in the proper delivery of the Programme and the RA Schools' administration. The RA Schools reserves the right to add to, delete or make reasonable changes to the RA Schools Policies and Procedures where in the reasonable opinion of the RA Schools this will assist with the proper delivery of the Programme and the RA Schools' administration. Changes will usually be made for one or more of the following reasons:

- to ensure that they are fit for purpose;
- 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;
- to incorporate sector guidance or best practice;
- to incorporate feedback from students; and/or
- to aid clarity or consistency of approach.

The RA Schools reserves the right to introduce changes to the RA Schools Policies and Procedures during the academic year where this is in the interests of students or where this is required by law or other reasonable circumstances. Where these are significant changes, the RA Schools will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving

reasonable notice of changes before they take effect, or by phasing in the changes, if appropriate.

The updated RA Schools Policies and Procedures will be made available to students at: <https://www.royalacademy.org.uk/page/ra-schools-prospectus#policies> and may be publicised by other means so that students are made aware of any changes.

5. ACCEPTABLE CONDUCT

You will be expected to treat other members of the RA Schools and wider RA community, including other students and staff, with respect and comply with the [RA Code of Conduct](#). Failure to do so may result in disciplinary action.

6. COMMUNICATION

You must use your RA Schools email account for correspondence with the RA Schools. It is your responsibility to check it regularly. The RA Schools will not be responsible for issues or problems that result from your failure to check your RA Schools email account at least once a day. Any communication sent to you by the RA Schools to your RA Schools email account will be regarded as properly sent and received by you.

In some circumstances, for example, where the RA Schools has not received any response from your RA Schools email account, the RA Schools may contact you using the personal mobile phone number that you have provided.

The RA Schools may serve notices on you by email to your RA Schools email address or by sending the notice to the last recorded address that it holds for you.

7. COMPLAINTS

The RA Schools Student Complaints Policy and Procedure is available at: <https://www.royalacademy.org.uk/page/ra-schools-prospectus#policies>

The key points of the policy and procedure are as follows, however, we advise you to read it in full in advance of accepting the terms in this Agreement:

- The policy sets out what you can expect from us when you raise a complaint and what we will need from you to progress your complaint.
- It also sets out different types of complaints and how they should be raised, for example, if your complaint is about another student, a staff member, about the Programme, student support or facilities.
- The procedure has three stages, including informal resolution (stage 1), formal complaint (stage 2) and appeal (stage 3).
- If, following the raising of a complaint or concern at stage 1, you are not satisfied with the outcome then you may proceed to stage 2.
- If, following stage 2, the outcome decision is that the complaint is not justified, or that the complaint is only partly justified, you will have the right to request a review of the outcome decision on certain grounds within 10 working days (stage 3).

- Once a formal complaint is received (stage 2) an investigation will normally be concluded within 30 working days, except in complex cases where it may take longer. We will also aim to conclude any appeals (stage 3) within 30 working days, though again, complex cases may take longer.
- The appeal (stage 3) decision will be final.

8. CHANGES TO THE PROGRAMME

There may be some circumstances in which the RA Schools needs to make changes to the Programme and the RA Schools reserves the right to do so.

Examples of circumstances in which the RA Schools may need to make such changes include:

- where key staff have taken extended leave or left the RA Schools;
- following changes to the funding that the RA Schools receives;
- building works or structural damage to the RA Schools campus which require relocation;
- as a result of legislative or regulatory changes; and/or
- restructure of the Programme to improve student experience and efficiency of the RA Schools.

In the event that the RA Schools has to make a material change to the Programme, it will notify affected students of the change as soon as possible and work with them to understand the effect of this on their position.

The RA Schools will take reasonable steps to minimise disruption of any changes to students.

9. FEES

There are no fees for the Programme.

The RA Schools will contribute to the costs of some consumable materials through its workshops, but the cost of other materials will need to be met by you.

The RA Schools are also often able to offer students experiencing significant financial difficulty additional funding through its 'Student Support Fund'. Students apply by providing a detailed financial assessment. More information can be found in the Student Financial Support Policy.

10. VISA REQUIREMENTS

You understand the RA Schools cannot accept you on to the Programme if you do not have the right to live and study in the UK for a minimum of the three years of the Programme.

If you are an international student, you understand that you may need a visa or need to meet other immigration requirements to take up your place at the RA Schools.

International Student Visas are not available to RA Schools students, due to the RA Schools' independent status. International candidates who are accepted onto the Programme and do not otherwise have the right to live and study in the UK therefore need to be successful in a subsequent application for a UK Global Talent

Visa (Exceptional Promise). Further information about visas and right to study checks can be found at <https://www.royalacademy.org.uk/the-ra-schools/how-to-apply>. The RA Admissions team can provide support in relation to the preparation of your visa application should you require it.

You understand that it is your responsibility to obtain and comply with the terms and conditions of your visa. You understand that if your visa is revoked for any reason, the RA Schools reserves the right to terminate its contract with you.

11. DISABILITY AND REASONABLE ADJUSTMENTS

The RA Schools aims to provide an environment where students are supported and treated fairly and with dignity and respect. We are committed to taking positive steps to ensure that people with learning differences, long term health and mental health conditions and disabilities have access to the Programme and the student experience. Notification of disability early in the application process enables the RA Schools to engage with and discuss support needs more effectively. The RA Schools Wellbeing and Disability Policies set out how students with disabilities are supported.

12. DATA PROTECTION

The RA Privacy Policy sets out how the RA and the RA Schools use your personal data: <https://www.royalacademy.org.uk/privacy>.

13. INTELLECTUAL PROPERTY

As a general rule, students will be entitled to ownership of intellectual property rights in intellectual property that they have created during the course of the Programme.

In some circumstances, students may be asked to assign intellectual property rights that they have created to the Royal Academy of Arts and/or their partners, for example, where you have been commissioned by an external partner working in collaboration with the Royal Academy outside of the Programme.

14. RIGHT TO CANCEL/WITHDRAW

You have the right to cancel your contract with the RA Schools within 14 days.

If you change your mind or wish to withdraw from the Programme, please contact: admissions@raschools.org.uk. You can use the example form at clause 15 below.

The terms and conditions in this Agreement will cease to apply if you exercise your right to cancel and/or withdraw from the RA Schools.

15. CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Royal Academy Schools
Burlington House, Piccadilly, London W1J 0BD
Telephone no.: +4420 7300 5650
Email address: admissions@raschools.org.uk

I hereby give notice that I cancel my contract for the supply of educational services which I entered into on _____. By cancelling my contract I am cancelling my enrolment on the RA Schools three-year full-time postgraduate programme in contemporary fine art for the academic year _____.

Name of student:

Address of student:

Signature of student (only if this form is notified on paper):

Date:

16. TERMINATION

Other than as described elsewhere in this Agreement, **the RA Schools may terminate a student's contract for the supply of educational services and withdraw them from their course, in the circumstances set out below:**

- **if for any reason, the student is unable to satisfy any mandatory requirement of the Programme; and/or**
- **in the RA Schools's reasonable opinion, the student has failed to provide the RA Schools with all relevant information or has supplied false or misleading information relating to their application for the Programme; and/or**
- **if the RA Schools becomes aware of information about a student which it did not know before and which, in the RA Schools's reasonable opinion, makes it inappropriate for the student to study on the Programme; and/or,**
- **if, in the RA Schools's reasonable opinion, any qualification or status has been obtained by fraud; and/or**
- **if a student is convicted of a serious offence which is passed to the Crown Court in the UK or an equivalent offence in any other country; and/or**
- **if the RA Schools becomes aware that the student no longer has the right to study in the UK due to their immigration status; and/or**
- **if the student is suspended or excluded from their course for any reason as permitted by our Progression Policy, Support to Study Policy or Disciplinary Policy.**

Any action we take under the termination provisions will not restrict the RA Schools's ability to take any other action against a student that it may have the right to take.

17. EVENTS BEYOND THE RA SCHOOLS CONTROL

The RA Schools will do all that it reasonably can to provide educational services as described on its website or in the prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond the control of the RA Schools may mean that it cannot provide such educational services. Events outside the RA Schools's control include: over or under demand from students; the unanticipated departure or absence of key members of RA Schools staff; changes to the RA Schools's funding or to higher education policy; legislative or regulatory change affecting the RA Schools and/or its ability to deliver the Programme; severe

weather; fire; collapse of buildings; terrorism; war; civil disorder; political unrest; epidemic or pandemic; and government restrictions and concern with regard to the transmission of serious illness. In such circumstances, the RA Schools will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, delivering a modified version of the same course, but to the full extent that is possible under the general law the RA Schools excludes liability for any loss and/or damage suffered by any student as a result of those circumstances.

18. LIABILITY

The RA Schools does not exclude or limit in any way its liability for:

- death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation.

The RA Schools does not accept responsibility and expressly excludes liability to the full extent possible under the general law for loss or damage to your property or for infection of your equipment caused by computer viruses, and for the consequences of any such damage.

Further, the RA Schools does not accept losses that are:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by an event outside our control.** As more fully set out in clause 17.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions.
- **A business loss.** It relates to your trade, business, craft or profession.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This contract is between you and the RA (which includes the RA Schools). Nobody else (including, without limitation, any third party who has provided financial or other support to you in relation to your place on the Programme) can enforce it and neither you nor the RA nor the RA Schools will need to ask anybody else to sign-off on ending or changing it.

20. SEVERABILITY

If a court invalidates part of this Agreement, the other provisions will still apply. Equally, if a court or other authority decides that some of these terms are unlawful, the remainder will continue to apply.

21. ORDER OF PRECEDENCE

This Agreement, the RA Schools Policies and Procedures and the course documents (including the RA Schools webpages) are intended to be mutually explanatory but in the event of a discrepancy, then the order of precedence shall be as follows: (1) this Agreement; (2) the RA Schools Policies and Procedures; and (3) the course documents.

The RA Schools's failure to enforce any of its rights under this Agreement or any of the documents referred to in it does not constitute a waiver of those provisions and will not affect the RA Schools' right to enforce that or any other provisions at a later date.

All reference to statutory legislation includes any amendments or successor to that legislation.

22. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of England and Wales and any claims relating to it must be brought in the courts of England and Wales.

If you have any questions about this Agreement, please contact the Admissions Administrator or the Student Services Administrator.

Version dated: March 2025