Royal Conservatoire of Scotland

# Terms and Conditions (following an acceptance)

Once you have accepted your offer, you are considered as having entered into a mutual relationship with the conservatoire. These expectations are held in good faith.

These Terms and Conditions apply following your acceptance of an offer of a place at the Conservatoire.

## 1 INTRODUCTION

1.1 The Terms and Conditions of Admission and Matriculation describe the principal rights, duties and obligations of applicants and enrolled students (hereafter "you") and the Royal Conservatoire of Scotland (hereafter "RCS") both during the admission process and after enrolling on a course of study.

1.2 This agreement is governed by Scots Law and is subject to exclusive jurisdiction of the Scottish courts as regards any claim or matter arising under this contract.

1.3 RCS will aim to provide the learning opportunities advertised at the point an applicant accepts an offer of a place to study. These learning opportunities will be based on information RCS publishes on its website. RCS will endeavour to ensure that this information is an accurate reflection of what you will study.

1.4 In practice, programmes will change over time for reasons such as subject advancements, programme revalidation or staff changes:

a) If a course's content is to change substantially from that advertised, prior to you starting the course, RCS will contact you to advise accordingly. In the unlikely event that the RCS is unable to offer you the advertised programme then it will endeavour to provide you with an alternative programme at RCS (where applicable).
b) If, during your period of study, your course's content is to change substantially from that originally advertised RCS will communicate these changes to you accordingly.

1.5 Some courses may require you to agree with the terms and conditions of professional, statutory and/or regulatory bodies or third-party providers and by accepting these terms and conditions you agree to be bound by their requirements (Details of these requirements are available on the programme web pages).

1.6 These terms and conditions, together with the RCS's policies and regulations, form the contract between you and RCS (hereafter "the Contract").

By accepting the terms and conditions you are agreeing to:

a) Produce proof of identity and documentary evidence that you meet the entry requirements for the course or programme or have qualifications considered equivalent by RCS and that you meet any requirements set by the UK immigration authorities.
b) Pay the tuition fees and any additional charges prescribed for your course or programme, in accordance with the published payment schedules.

c) Abide by RCS Rules, Regulations, Policies, Procedures and Codes of Conduct, issued under the authority of The Royal Conservatoire of Scotland Board of Governors and the Academic Board.

1.7 When accepting the terms and conditions RCS agrees to:

a) Provide access to the range of learning opportunities within each module/component appropriate to the level of the qualification, as described in the relevant Programme Handbook.
b) Apply its policies, procedures, and regulations fairly and consistently.
c) Give you adequate notice of any substantial change to a course of study which might affect you.
d) Take reasonable steps to keep you informed of any issues which may affect your studies. This may be via the website, student portal, email, or text.

1.8 Any queries or concerns relating to these terms and conditions should be directed by email to Admissions at admissions@rcs.ac.uk

## 2 APPLICATIONS

2.1 You must ensure that all information supplied to RCS for entry to a programme of study, for professional, statutory and/or regulatory body entry or for immigration purposes is true, accurate and complete. Applications found to include false, incomplete, or misleading information may be withdrawn by RCS or the offer amended.

2.2 False Authorships: Any submission of written work presented in support of your application, such as a personal statement, portfolio of work, audition task responses or research proposal, must be your own work; authored by you and should not be attributable to third party/ generative AI and/or other software tools.

*All submissions are subject to verification and authentication checks by the Admission Service. Any submission assessed as false authorship may lead to the withdrawal of your application or offer.*

2.3 All qualifications must be verified by an official source, such as UCAS, or by acceptable copies thereof presented to RCS upon request. If, following enrolment, it is identified that you have failed to declare such information then RCS shall implement misconduct proceedings in accordance with the **Regulations, Codes of Procedure and General Rules**.

2.4 RCS will not accept applications from students who owe RCS money for any reason. The amount due must first be cleared before the any application can proceed.

2.5 Your offer may be issued as a 'conditional' or 'unconditional' offer. A conditional offer letter will state the conditions you must fulfil to be admitted to the course of study. The offer of a place may be withdrawn if the conditions are not met by the date stated in the offer letter.

2.6 Applicants applying via UCAS are responsible for adhering to application and acceptance deadlines together with UCAS terms and conditions.

2.7 To accept an offer of admission you must follow the guidance given in your offer letter. If you are a UCAS applicant this will be done via your UCAS Track.

2.8 If RCS suspects that an application is fraudulent, it will contact you asking for an explanation. If it is confirmed that the application is fraudulent, and RCS deems your

explanation inadequate, or no response is received from you, then RCS will cancel the application and/ or revoke any offer which may have been made to you whether conditional or unconditional.

2.9 If, following enrolment, RCS suspects that an application has been fraudulent then RCS shall implement misconduct proceeding in accordance with the Regulations, Codes of Procedure and General Rules.

## 3 DECLARATION OF CRIMINAL CONVICTIONS, INVESTIGATIONS AND PROCEEDINGS

3.1 By accepting the RCS offer, you are confirming that:

a) You have declared, or will declare, any relevant criminal convictions or pending criminal charge/case in accordance with the Criminal convictions section of the Admissions Policy as may be amended from time to time.
b) You accept that your offer may be withdrawn, or you may have your enrolment terminated if you have any conviction or pending charge that prevents you from being able to undertake your course (as determined by RCS or the relevant professional, statutory, or regulatory body).
c) As an offer-holder or a student, if you come under investigation by the Police or criminal charges or proceedings are initiated you have a duty to immediately submit a disclosure form to report this to RCS without delay.

## 4 CANCELLATION OF ADMISSION

4.1 If you accept either a conditional or unconditional offer of a place, you have a statutory right to cancel within 14 days from the date we receive formal notification of your offer acceptance through UCAS. To cancel, you must notify RCS in writing by email at admissions.ac.uk. RCS may cancel your contract prior to enrolment at any time in accordance with Academic Regulations or the Tuition Fee Policy. RCS may also cancel its contract with you, with immediate effect by contacting you in writing, if between accepting an offer and enrolling on the programme:

a) There is a change in your circumstances which RCS deems makes it inappropriate for you to study on the programme; or
b) RCS becomes aware of information, which it was not aware of previously, makes it inappropriate for you to study on the programme.

**5 Matriculation** - the administrative process for becoming a registered student

5.1 You are required to matriculate at the time of initial admission to your course and at the start of each subsequent academic year during the period in which you undertake the programme. This process reaffirms your acceptance of RCS terms and conditions. Students who are in debt to RCS for their tuition fees will not be allowed to matriculate. Students will not be prevented from matriculating if they have non-academic debt.

5.2 Matriculation must be completed by the commencement of the programme and only by prior arrangement will late arrivals be accepted onto the programme of study and matriculation permitted.

If you fail to matriculate with the given timeframe RCS reserves the right to withdraw you from your programme and you are not entitled to attend classes or participate in assessments.

5.3 Exceptionally, where there are conditions of admission outstanding post-matriculation, for example a Disclosure Scotland check, that you subsequently fail to meet, then your offer of admission will be withdrawn.

5.4 If you are subject to immigration controls, you will need to demonstrate your immigration status at matriculation. If you fail to demonstrate that you have a valid immigration status, or you are refused a visa to study in the UK, RCS will not allow you to matriculate

## 6 IMMIGRATION

6.1 In applying to RCS, you are confirming, where required, that you are eligible to apply for a Student Route Visa. If you fail to demonstrate that you have a valid immigration status to undertake the proposed course of study, or you are refused a student visa, you will be withdrawn from RCS.

6.2 For students requiring a visa, you must declare any prior visa refusals from the UK Visas and Immigration (UKVI) division of the Home Office on CAS evidence form

6.3 By accepting these terms and conditions you consent to the RCS contacting the UK Visas and Immigration (UKVI) division of the Home Office to verify your previous immigration history and current application status as necessary.

6.4 If you require a visa to study in the UK, you must comply with RCS requests for additional information and documentation in order to enable RCS to issue a Certificate of Acceptance for Studies (CAS) where appropriate.

6.5 It is your responsibility to provide RCS with evidence of supporting financial resources as required for a CAS to be issued.

6.6 RCS reserves the right to refuse to issue a CAS when it is not satisfied the visa application will be successful or when it will be too late for you to enrol on the course. RCS also reserves the right to withdraw a late application when there is a significant risk that the remaining time for processing is insufficient.

6.7 All students subject to visa regulations are required to re-register with RCS at points throughout the academic session and will be advised accordingly. These will be called “Checkpoints”

6.8 It is your responsibility to comply with the conditions of your student visa whilst enrolled at RCS.

6.9 RCS is required to withdraw sponsorship of your Student Route Visa if you do not comply with UKVI rules, including but not limited to:

a) A sponsored student does not arrive for their course either following a refusal of entry clearance or leave to remain, or where leave is granted but the student fails to matriculate.
b) A sponsored enrolled student is absent without permission and contrary to attendance requirements.
c) A sponsored student chooses to suspend their studies, is no longer actively studying and RCS cannot fulfil its sponsor duties.
d) A sponsored enrolled student leaves their course earlier than expected.
e) A sponsored enrolled student changes the course they are studying; or
f) RCS discontinues a sponsored enrolled student’s studies.

## 7 FEES

7.1 Tuition fees are reviewed annually and increase from year to year.

7.2 The tuition fees for all courses are published on the RCS website.

7.3 You are liable for the full payment of tuition fees for your course including accepting responsibility for securing any sponsorship, and payment thereof, or reduction in fees due to recognition of prior learning.

7.4 If you are sponsored for your studies, you must provide Student Finance with proof of sponsorship at the start of each academic year.

7.5 You are responsible for notifying RCS should there be any change to the arrangement for the payment of your tuition fees for your course.

7.6 By accepting RCS's offer of a place, you agree to the assessment of your fee status as stated in your offer letter.

7.7 At matriculation, if you have not paid your tuition fees or set up a payment plan by the due date, RCS will refuse to allow you to matriculate on your chosen programme of study and terminate your enrolment and this Contract.

7.8 International students are required to pay a deposit to secure the offer as advised at point of offer and should do so by the stated deadline.

7.9 You are responsible for your own living expenses throughout the duration of the course. If you are an international student, it is a requirement of your visa to ensure that you have sufficient financial resource to support yourself throughout your studies.

7.10 Continued non-payment of tuition fees will result in your account being passed to an external debt collection agency.

## 8 RULES, REGULATIONS & BEHAVIOURS

8.1 In addition to UK and Scottish legislation, RCS is governed by internal policies, procedures, and regulations. A summary of those specifically relating to matriculated students is provided in the **Regulations, Codes of Procedure and General Rules Handbook**. An annually updated version of this is provided to a student as part of the matriculation process.

8.2 The internal policies, procedures and regulations are put in place by RCS to govern and effectively manage academic and non-academic matters of RCS. **You should familiarise yourself with RCS policies, procedures, and regulations both before accepting an offer of a place to study at RCS and as part of the matriculation process**. You must adhere to all RCS policies, procedures and regulations following matriculation.

8.3 RCS expects students to behave with due regard to others and to contribute positively to the learning process by applying themselves to their studies for the duration of their time at RS, from application through to graduation, as per the **Regulations, Codes of Procedure and General Rules.**

## 9 DATA PROTECTION

9.1 RCS will comply fully with the provisions of the current Data Protection legislation when processing your personal data. RCS privacy notices, which give full information on how your personal data will be used, can be found on the RCS website.

## 10 APPEALS AND COMPLAINTS

10.1 Whether during the application process or as an enrolled student, you feel that you have been unfairly treated, that RCS has not adhered to its own policies or you wish to appeal against a decision of RCS then there is a fair and equitable Complaints and Appeals Procedures in place, full details are on the RCS website Where a complainant or appellant has exhausted the internal processes, they are then entitled to take the complaint to the Scottish Public Services Ombudsman.

## 11 LIABILITY

11.1 RCS will take all reasonable steps to ensure your safety whilst on RCS property.

11.2 RCS does not accept responsibility and excludes liability for damage to your property or intellectual property other than through the negligence of its staff and agents. RCS shall not be held responsible for any injury or damage to property caused by another student or by any person other than an RCS employee or representative.

11.3 You are advised to insure your property against theft and other risks.

11.4 In the event of an activity or action occurring which RCS cannot control - such as a civil emergency, on-campus emergency, terrorism, industrial action (including by its own staff), concern regarding the transmission of serious illness or 'acts of god' RCS will endeavour to keep you informed and take all reasonable steps to provide the teaching, examination, assessment and other educational services set out in its prospectus, handbooks and other literature (including on its website). However, RCS will not be held responsible for any loss, damage, expense or inconvenience resulting from any delay, variation or failure in provision arising from circumstances beyond the RCS's reasonable control.

## 12 WITHDRAWAL

12.1 You may withdraw from studying at RCS at any time after matriculation. By cancelling the contract in this way, you may lose all or part of your tuition fee in accordance with the fee regulations in the **Regulations, Codes of Procedure and General Rules Handbook.**

## 13 COMMUNICATION WITH RCS

13.1 RCS will assume that the last home address, term-time address and email address that you told us about are your current contact details. You must inform promptly if any of the details change.

13.2 Once you have started your programme RCS will use your RCS email address to contact you. It is important that you check your RCS email account regularly.

## 14 TERMINATION

14.1 RCS may terminate your contract following matriculation at any time in accordance with

*Regulations, Codes of Procedure and General Rules or the Tuition Fees Policy.*

14.2 If your contract is terminated by RCS, then you:

a) Are not entitled to matriculate on your programme of study.
b) Will have your sponsorship withdrawn if you are an international student on a Student Route visa.
c) Must pay all outstanding fees, charges, and debts immediately.