

Terms and Conditions - Academic Year 2023/24

1. Introduction

1.1 This document governs the relationship between you and the Royal College of Art (RCA) and sets out the contractual terms on which we will provide educational services to you and your obligations as an applicant and a registered student (the **"Terms and Conditions"**).

1.2 These Terms and Conditions apply following your acceptance of an offer of a place on a postgraduate taught or research programme or a Graduate Diploma course (each a **"programme"**) at RCA. These Terms and Conditions do not apply to other RCA programmes, which have their own Terms and Conditions.

1.3 A legal contract is formed between you and RCA when you accept RCA's offer. It is important that you take time to read these Terms and Conditions carefully before accepting your offer.

1.4 In the event of any conflict between a provision in these Terms and Conditions and the documents forming part of the Contract, these Terms and Conditions shall take precedence. However, this clause shall not apply to any visa or other immigration conditions which shall take precedence over these Terms and Conditions.

1.5 If you have any questions or concerns about these Terms and Conditions or the Contract, please contact Registry – the email address is: ***registry@rca.ac.uk***

1.6 In these Terms and Conditions:

- **"RCA"**, **"we"**, **"us"** and **"our"** refers to the Royal College of Art, Kensington Gore, London SW7 2EU.
- **"you"** and **"your"** refers to you, the student on a programme of study at RCA.
- **"Offer"** refers to your offer letter to study on a programme at RCA.

2. The Legal Contract between you and the RCA

2.1 In addition to these Terms and Conditions, the following documents also form part of your legal agreement with RCA and by accepting your Offer you agree to observe them:

(i) your Offer letter;

(ii) all **"RCA's Regulations"** meaning all those regulations which can be found on the [RCA Regulations website](#) (subject at all times to clauses 6.2 and 6.3);

(iii) all **"Academic Regulations"** meaning the rules which students must satisfy to gain an award following completion of a programme at RCA (subject at all times to clauses 2.6, 2.7, 6.2 and 6.3);

(iv) all “**RCA’s Policies**”, procedures and codes of practice in force from time to time and that are made available to you on [RCA’s policies and codes of practice website](#) (subject at all times to clauses 2.6, 2.7, 6.2 and 6.3);

(v) the programme information sheet provided with your Offer (if applicable).

2.2. The RCA Regulations, the Academic Regulations and RCA’s Policies will be referred to in these Terms and Conditions as the “**Policies and Procedures**”.

2.3. In particular, the Policies and Procedures document RCA’s requirements, in relation to a number of matters, including without limitation:

(i) Ownership, Protection and Intellectual Property Rights, specifying RCA’s commitments in respect of work, creations and innovations made, developed or created by students;

(ii) RCA’s Admissions Policy, specifying RCA’s commitments in considering applications and a potential student’s obligations in respect of their application;

(iii) The Student Complaints Policy, which explains how students can submit formal complaints and how RCA will respond to such complaints and the possibility of further pursuing an appeal to the Office of the Independent Adjudicator for Higher Education (OIA);

(iv) The policy on Academic Appeals, which sets out the limited grounds on which decisions of assessment boards or examiners may be challenged;

(v) The Academic Misconduct Policy, which sets out how RCA will consider allegations made against students concerning their conduct or academic conduct while at RCA and the actions which RCA is entitled to take in respect of the same (including termination of registration).

2.4 It is important that you read, and abide by, the documents referred to in clauses 6 and 8 as they:

(i) set out your responsibilities as a student at RCA; and

(ii) include our responsibilities to you as a provider of educational services.

2.5 By accepting the Offer you accept these Terms and Conditions which along with the documents referred to at clause 2.1 and 2.3 form the contract between you and us (the “**Contract**”).

2.6 RCA reserves the right to update, amend and replace the Policies and Procedures from time to time (subject to clauses 6.2 and 6.3).

2.7 Although RCA updates the Academic Regulations annually before the start of an academic year, students will normally be examined in accordance with the Academic Regulations in force at the point of their registration. On occasion, RCA may adopt new Academic Regulations during the course of a student’s programme, as long as the student is not disadvantaged by the updated Academic Regulations.

3. Applications

3.1 It is your responsibility to ensure that all of the information you provide to the RCA is true and accurate.

3.2 If it is discovered that your application contains material inaccuracies or fraudulent or misleading information, or that significant information has been omitted from your application

form, the RCA may withdraw or amend your Offer, or terminate your registration, according to the circumstances, without liability to you.

3.3 The Offer that the RCA makes to you will be conditional or unconditional. If your Offer is conditional, The RCA will set out the conditions which you will need to fulfil in order to be admitted onto your chosen programme. If your first language is not English, your Offer may be conditional upon you also passing an English language test, as specified by the RCA.

3.4 You will be required to provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the RCA's reasonable satisfaction may result in the termination of your Offer, the revocation of your registration as a student of the RCA and the termination of the Contract.

3.5 You will be required, at the request of RCA, to provide satisfactory evidence of meeting the Offer conditions at least 14 days before admission. Such evidence may include (without limitation):

(i) documentation confirming you have been awarded the diploma/degree declared on your application form;

(ii) documentation confirming you have the right to study in the UK throughout the course of your studies;

(iii) a satisfactory reference;

(iv) satisfactory criminal record/Disclosure and Barring Service (DBS) checks (if such information is required for your programme);

(v) Academic Technology Approval Scheme (ATAS) certificate (including compliance with its terms);

(vi) subject to RCA's obligations under the Equality Act 2010 in respect of students with disabilities, health information (including health checks and evidence of immunisation against certain diseases) (if such information is required for your programme);

(vii) English language qualifications demonstrating achievement of the required English language standard (if required); and/or

(viii) Demonstrating compliance with any local requirements for programmes delivered outside of the United Kingdom (such requirements being articulated in your Offer letter).

3.7 RCA will review such information and evidence to determine whether you have met all the necessary conditions and requirements and whether you can be registered on your programme. If you have not fulfilled the conditions of your Offer before the date notified to you in your Offer or any other date notified to you, the RCA reserves the right to withdraw your Offer.

4. Immigration

4.1 If you require a visa or other immigration permission to be able to study at the RCA, it is your responsibility to obtain the appropriate permission before starting your programme of study and to ensure that you have the correct permission for the duration of your study at the RCA. By agreeing to these Terms and Conditions, you also agree to abide by the terms and conditions of your visa throughout the course of your studies at the RCA. Details of these conditions are available [here](#) on the UK government website.

4.2 The RCA is required to verify that you have the correct immigration permission to study at the RCA and to keep a copy of your passport and visa or Biometric Residence Permit (BRP) on file. If you fail to demonstrate that you have the correct immigration permission, the RCA will not register you for your programme and you will be liable for any personal costs incurred.

4.3 You must immediately notify RCA's Visa Compliance (visa-compliance@rca.ac.uk) if there are any changes whatsoever to your immigration status at any time before or after registration and during the course of your studies.

4.4 All Student Route visa sponsored students and any other students who require a visa or immigration permission to be able to study at the RCA must comply with the information contained on the RCA's International Student webpages at all times during a student's study at the RCA.

4.5 If you choose to withdraw from your studies or if your registration is terminated by the RCA, this could affect the validity of your visa and your ability to enter and/or remain in the United Kingdom.

4.6 If you do not have valid immigration permission to remain in the UK, the RCA shall have no choice but to terminate your registration on your programme. In the event that your application for a Student Route visa is refused, the RCA shall not sponsor you again for a Confirmation of Acceptance for Studies (CAS) and any deposit will not be refunded.

4.7 Non-compliance with the conditions of your visa could also result in the cancellation of your visa, fines and/or a ban on entry to the UK by the UK government.

4.8 If RCA sponsors you under the Student Route visa, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to RCA. RCA complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including failure to register on the nominated programme, failure to engage or attend classes without permission, any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to RCA providing UKVI with any information required pursuant to RCA's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control.

4.9 All international students subject to existing UK immigration permissions, who are applying to study for a qualification in certain sensitive subjects, must apply for an Academic Technology Approval Scheme (ATAS) certificate before applying for a visa. If you are a student who is required to apply for an ATAS certificate, you will be notified in your Offer and gaining this certificate will be a condition of your Offer. Please note that, where relevant, it is your responsibility to renew your ATAS certificate in the event of any changes to your programme. On occasion, RCA may need to contact UKVI to clarify details on outstanding visa applications and previous immigration history. Any such contact or relating sharing with UKVI of your personal data will be carried out in accordance with the Data Protection Legislation. Please refer to RCA's Privacy Policy for more information about how RCA processes your personal data.

4.10 The UK Government has clear restrictions on the rights of visa holders to work in the UK. In particular, undertaking self employed work in the UK while on a Student Route visa is not permitted. RCA is legally obliged to report to the Home Office any instances of students breaching their visa by working, and any such reports are likely to lead to the curtailment of the student visa.

4.11 Non-compliance with the conditions of your visa and/or the immigration requirements section of these Terms and Conditions could result in action being taken against you by RCA as

set out in the relevant Policies and Procedures which may include termination of your registration and withdrawal of your Student Route visa sponsorship.

4.12 Where a Student Route visa holder takes a Leave of Absence (LOA), then their visa will be cancelled in accordance with UK government requirements. Student Route visa holders will be required to obtain a new visa, at their own expense, before returning to RCA following their leave of absence.

5. Admission, Registration and Regulations

5.1 Your admission to the RCA, attendance on a programme, and right to enjoy any of the privileges of membership of the RCA, including access to services and facilities, is subject to you complying with the terms of the Contract and registering with the RCA within 14 days of the start of the term that your programme begins in. If you do not do so, the RCA reserves the right to refuse to register you and withdraw you from your programme (without liability). Students who are not registered are not entitled to attend classes or participate in assessments for any modules. All information relating to the registration process can be found on the Study webpages.

5.2 By accepting these terms and conditions, you are also agreeing to comply with the Regulations. Key provisions of the Regulations include:

5.2.1 the RCA's expectations regarding conduct and student behaviour as set out in the Academic Misconduct Policy and RCA Student Charter. If you do not act in accordance with the Contract, or if you do not meet our expectation that you will maintain a standard of conduct which is not harmful to the work, good order or good name of the RCA, we may take disciplinary action against you, under Academic Misconduct Policy. One of the possible outcomes of such an action is that your Contract with us may be terminated and you may be removed from your programme;

5.2.2 the consequences set out in the Assessment Regulations, if the Examinations Board determines that you have failed your programme. You should note that your progression on your programme and your final award are not guaranteed and are dependent upon, amongst other things, your academic performance;

5.2.3 the consequences for non-registration, non-payment of tuition-related debt, or for inadequate attendance or academic performance on your programme;

5.2.4 the RCA's rules regarding assessment offences, including plagiarism, which can be found in the [Regulation: Academic Misconduct Policy](#); and

5.2.5 the RCA's [Cause for Concern Policy and Procedures](#) (including Fitness to Study) which outlines the steps the RCA will follow where there are concerns about a student's health and wellbeing which raise questions about their fitness to study. This list is not intended to be exhaustive but to indicate the most likely circumstances where the RCA may take disciplinary action, withdraw you from your programme and/or terminate your registration.

5.3 It is a requirement that you:

5.3.1 register for the study of your programme, in accordance with RCA's registration procedures as published by the Registrar, which includes:

(a) paying part or all of your programme fees in accordance with the payment terms set out in your Offer letter and these Terms and Conditions;

(b) providing the documents we requested in our email communication to you and in your Offer letter, including any identity documents;

(c) confirming that you have accepted these Terms and Conditions;

5.3.2 enrol for any subsequent year of study of your programme (if applicable) in accordance with RCA's enrolment procedures as published by the Registrar by paying part or all of your programme fees for the relevant year of study in accordance with the payment terms set out in your Offer letter and these Terms and Conditions.

5.4 If you have not:

(a) registered or re-enrolled at the start of the term as specified; or

(b) provided the evidence and information we requested from you as set out in the Offer and these Terms and Conditions; and

(c) paid any amounts that are due on registration (as outlined in the terms of your Offer),

RCA reserves the right to refuse to register (or re-enrol) you and may withdraw you from your programme (without liability). If it does so, RCA reserves the right not to refund any deposits, advance programme fee payments or any additional cost associated with your application that you may have paid to RCA or third parties.

5.5 Your admission to RCA is subject to you complying with the terms of the Contract. Failure to comply with the requirements of the Contract could result in RCA taking action against you under the relevant Policies and Procedure and could lead to RCA terminating your registration and this Contract in accordance with the RCA Termination Policy.

5.6 If you believe a decision by RCA in respect of your ability to meet your Offer conditions is incorrect, you should consult RCA's Admissions Policy and you may submit an appeal as set out in this policy.

5.7 If your registration has been terminated, you will no longer be entitled to attend lectures, classes or seminars, use the RCA's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of the RCA. This will also include any units taken as part of your RCA programme at another institution. You will also cease to be a member of the Students' Union and will therefore be unable to participate in clubs, societies or other activities associated with the Students' Union. To the extent that you are engaged in any procedures of the RCA or the Office of the Independent Adjudicator (OIA) associated with that withdrawal, you may be entitled to the support services offered by the NUS through the Student Union.

6. Our Obligations

6.1 RCA will:

6.1.1 deliver your programme with reasonable care and skill and as described in the Offer letter in all material respects (subject always to the changes to programmes section of these Terms and Conditions);

6.1.2 clearly explain the academic requirements of your programme to you;

6.1.3 provide you with programme and other teaching and learning support and resources associated with your programme with reasonable care and skill; and

6.1.4 provide you with timely feedback on your academic work.

6.2 You must use all efforts to fulfil all the academic requirements of your programme which are available on the Virtual Learning Environment.

The RCA reserves the right to add to, delete or make reasonable changes to the Regulations where it is of the reasonable opinion that this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:

- 6.2.1 to update the Regulations to ensure that they remain fit for purpose;
- 6.2.2 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;
- 6.2.3 to incorporate sector guidance or best practice;
- 6.2.4 to incorporate feedback from students; and/or
- 6.2.5 to aid clarity or consistency of approach.

6.3 Any changes to the Regulations will normally come into effect at the start of the next academic year, although a change may be introduced during the academic year where the RCA reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The RCA 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 The RCA's website and may be publicised by other means, so that students are made aware of any changes.

6.4 Although RCA is based in London our programmes may be delivered:

- 6.4.1 on-campus through face to face teaching; or
- 6.4.2 online using distance learning methods; or
- 6.4.3 using a blended approach of on campus and online delivery.
- 6.4.4 The method of delivery for your course will be stated in the programme material made available on the website and your Offer. If we have to change the method of delivery of your programme during an academic year, this will constitute a programme change which will be done as set out in the changes to programmes section of these Terms and Conditions.

6.5 RCA will make every reasonable effort to ensure adequate access to facilities so that students have a reasonable opportunity to effectively complete the academic and practical components of the programme that they have signed up for. This includes access to the RCA Library, IT facilities, studios and workshops. RCA reserves the right to establish opening hours for all of its facilities, and to restrict access to any facilities outside of these opening hours. Opening hours are available on the RCA website and intranet and will be published on RCA's website in advance of the academic year.

6.6 RCA will publish its term dates for each programme on RCA's website. Learning and teaching sessions for individual programmes will only take place during the published term dates. Individual tutorial and research supervision sessions may take place outside of term time with the agreement of the tutor/supervisor concerned and the student.

6.7 Upon occasion, individual workshops or studios may not be accessible during term time for maintenance or staffing reasons. In such circumstances, RCA will publish details in advance and offer alternative provisions where possible. RCA will use reasonable efforts to give students access to facilities outside of term time, but it cannot guarantee that facilities will be available at these times.

6.8 On occasion students may be required to complete work for their programme outside of term time (for example when being referred following examination). RCA will use all reasonable efforts to give access to RCA's facilities during this time, and to ensure that any referral project takes into account facilities access. In such circumstances, students shall have responsibility for

ensuring that they schedule their work programme taking facility access into account. Students may be required to access facilities outside of RCA, at the student's expense, to complete work required outside of term time.

6.9 Technical staff will normally be available to support students during term time by appointment. Where technical staff are not available for a significant period during term time due to other commitments, students will be advised of this (where possible). If an individual member of staff is unavailable at a certain time, students may be offered technical support from an alternative member of staff.

6.10 RCA is committed to providing an inclusive and accessible environment. If you require support from us due to a disability or long term health condition, we encourage you to notify us as early as possible in the recruitment process to enable RCA to engage with you and discuss your support needs more effectively.

6.11 Where you have a disability, or long term health condition, information you have provided in connection with any additional needs will be processed by Student Support for the purposes of assessing what, if any, reasonable adjustments are required and for implementing those adjustments (if applicable). This information may also need to be disclosed to relevant members of staff who would reasonably need to be in possession of such information for the purposes of implementing any or all of the adjustments identified, should you accept your Offer. You have a legal right to request that information about your disability or long term health condition is not disclosed to such staff (*email: student-support@rca.ac.uk*) but you should note that while all reasonable effort will be made to implement reasonable adjustments, the request for confidentiality may in some circumstances prevent those adjustments being made.

6.12 RCA is committed to ensuring the health, safety and welfare of its students on all RCA premises, and also during any activities which students may be required to undertake which are conducted outside RCA's campuses. To this end, you are required to comply with RCA's Policies and Procedures in relation to health, safety and welfare, and to follow all reasonable instructions provided to you by those RCA staff members who have professional responsibilities for the safe operation of RCA.

6.13 RCA is committed to providing an inclusive environment, facilitating all registered students in achieving their potential, and ensuring that all of our students feel comfortable and safe while at RCA, regardless of race, religion, sexual orientation, gender identity or other personal characteristic. We offer a range of support services to support students throughout their studies, and a range of policies to enable us to act quickly, fairly and transparently in the event of any behaviour that compromises these aims. For more information on these policies, including the Equality and Diversity policy, please visit our website.

6.14 RCA organises occasional public outputs for student work, including exhibitions and events for its students. These outputs may be offered physically or virtually, at RCA's discretion. For more information on public outputs, please see RCA's Policy on [Public Exhibition of Work](#) which can be accessed on our website.

7. Your Responsibilities

7.1 You agree to:

7.1.1 comply with these Terms and Conditions;

7.1.2 familiarise yourself and comply with RCA's Policies and Procedures;

7.1.3 maintain and evidence an immigration status that entitles you to undertake your

programme;

7.1.4 behave responsibly and maintain standards of good conduct at all times in accordance with RCA's Policies and Procedures;

7.1.5 fulfil all the academic requirements of your programme in accordance with the Contract including (without limitation) submission of course work and other assignments, attendance at examinations, attendance at lectures and seminars and any other such teaching forums provided by us.

7.2 If you do not act in accordance with this Contract, we may take disciplinary action against you, in accordance with these Terms and Conditions. The possible outcomes of such an action include:

7.2.1 having your Offer to study at RCA withdrawn,

7.2.2 your registration being terminated and you being removed from your programme, or the revocation of your award.

7.3 RCA expects all its staff, students and contractors to be alert to any concerns about the welfare of children or vulnerable adults and to report any such concerns. However, if you have any concerns, even if apparently trivial, you should inform the Registrar as soon as possible.

8. Deposits, Programme Fees and Other Costs

8.1 It is your responsibility to ensure that all deposits, programme fees and other fees and costs payable to RCA are paid in compliance with the payment terms communicated to you in the Offer as part of your admission process or in the annual programme fees statement. Even if your programme fees are paid by a sponsor, if the sponsor does not complete payment, you will be required to arrange payment from an alternative source.

8.2 Any variation to the arrangements specified in these Terms and Conditions in relation to the payment of fees may only be approved with the explicit written consent of the Director of Finance or their nominee.

8.3 For compliance purposes, RCA may require you to provide further information about all and any third party paying any deposit, programme fee(s), other fee(s) and cost(s) payable to RCA including but not limited to the payer's name, date of birth, full residential / corporate address, relationship to you, company number (or equivalent) and the source of funds. You will be required to provide such information upon RCA's reasonable request and without delay.

8.4 Where unauthorised funds are received into RCA's bank account, or where you fail to provide satisfactory information about the any third party payor, then for compliance reasons (including in relation to the Proceeds of Crime Act 2002) RCA may return funds back to the payer, and you will be required to make direct payment to RCA immediately. Any return of funds may potentially result in a financial loss to you and / or the payer due to currency exchange losses and / or bank handling fees. You shall be liable for any currency exchange losses and / or bank handling fees incurred by RCA as a result of returning funds.

8.5 RCA will not accept any payment from any sanctions target, entity owned or controlled by a sanctions target, from an account held with a financial institution that is a sanctions target (or owned or controlled by a target) or that would otherwise expose RCA to the risk of breaching sanctions. For the purpose of this clause, sanctions means laws or restrictive measures implemented or enforced from time to time by the United Nations Security Council, the United States of America, the European Union, the United Kingdom, or their respective governmental institutions. A sanctions target is an individual or entity designated as such under sanctions.

9. Calculating your Programme Fees

9.1 The amount of your programme fees will vary depending on whether your fee status is classed as "Home" or "Overseas". RCA will make this determination based on the information you provided when you applied to RCA. In the event that the evidence requested by RCA is not provided, then RCA may automatically assign you the "Overseas" fee status and you will be charged the programme fees for Overseas students. Information about fees and funding is available on our Fees website. If you disagree with your fee status classification you may appeal this decision by following the steps included in the Fee Status Policy (*email: admissions@rca.ac.uk*).

9.2 Please note that RCA reserves the right to increase the programme fees confirmed in your Offer letter for any one or more of the following reasons:

- 9.2.1 a requirement to further invest in the RCA's estate or facilities;
- 9.2.2 a requirement to enhance the quality of the student learning experience;
- 9.2.3 in order to manage inflationary rises in operational costs;
- 9.2.4 changes in government policy or regulation.

9.3 As a result of the above the programme fees for your programme may be different for subsequent years to those set out in your Offer. If we increase programme fees, we will give all affected students not less than three months' notice before the start of the academic year to which the fee increase is intended to apply. Programme fee increases for enrolled students for the next academic year will not exceed 5% or the Consumer Prices Index rate as of April before the start of the relevant academic year (whichever is higher).

9.4 If RCA notifies you that your fees will be increasing and you are unhappy with the increased fees, you may end your Contract with us provided that you inform the Registrar (*email: rca.registrar@rca.ac.uk*). The effect of ending your Contract is that you will not incur fees for the next or subsequent academic terms and that your studies with RCA will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect.

9.5 RCA accepts no liability for the fluctuation in currency exchange rates. You are expected to pay the full programme fees in British Pounds Sterling. In addition, RCA accepts no liability for bank or card charges incurred by you, you must pay the full programme fees stated without any deductions.

9.6 If you take a Leave of Absence (LOA) or you are required to repeat part or all of your programme, the programme fees charged will be the programme fees payable for the year that you return to your programme or that you repeat (as applicable).

10. Deposits

10.1 Your Offer will specify if you are required to pay a deposit to secure a place on your programme. If you are required to pay a deposit, and you do not do so in accordance with the payment terms included in your Offer, your Offer may be withdrawn.

10.2 If you have paid a deposit to secure a place on your programme, that deposit will be deducted from the programme fees to be paid for the first year of your programme.

10.3 Deposits are non-refundable except where:

10.3.1 you fail to meet the conditions of your Offer and RCA is unable to confirm your place on

the programme as a result;

10.3.2 you cancel the Contract in accordance with the your cancellation rights section of these Terms and Conditions;

10.3.3 you cancel the Contract in accordance with the changes to programmes section of the Terms and Conditions;

10.3.4 you fail to secure your Student Visa for any reason other than the provision of fraudulent information or the deliberate omission of information material to your visa application and are able to evidence this to the reasonable satisfaction of RCA.

11. Programme Fees

11.1 The programme fees payable for your programme will be included in your Offer letter and on the programme pages for your year of entry and will be payable for each year of attendance.

11.2 If you are a postgraduate research student you will need to pay programme fees for each term that you are enrolled for, up to and including the term during which your thesis is formally submitted for examination.

11.3 You will receive an invoice for the programme fees before the commencement of your programme.

11.4 If you are sponsored by a friend or a relative, RCA will consider you are self-funding. Programme fees and all payments must be made as described in this 'Self-funded students' section.

11.5 You will be advised in writing, in advance of your programme, of the date of your registration; this will not be more than 3 weeks before the start of the programme. 50% of your programme fees for the academic year you are registering for (as applicable) will need to be paid no later than the date of your registration. The remainder part of the programme fees for will need to be paid before the first day of the second term of the same academic year, with the exception of:

(i) Graduate Diploma programmes (see clause 11.6), and
(ii) programmes which have a total duration of 15 months (see clause 11.7). 50% of the fee for any subsequent year of study will need to be paid no later than 3 weeks before the first day of term, with the remainder part of the programme fees to be paid before the first day of the second term of that academic year. The remainder of the programme fees will be payable no later than the following 1st April. The programme fees will be calculated as one fee for the whole programme rather than an annual fee.

11.6 For Graduate Diploma programmes, your programme fees for the academic year and intake you are registering for, must be paid no later than the first day of study of your programme.

11.7 If you receive postgraduate or doctoral loan funding directly from the Student Loans Company you are responsible for making payments to RCA directly together with any balance of fees not covered by such funding.

Sponsored students

11.9 If you are partly or fully sponsored by an external body (other than the Student Loan Company) which agrees to pay your programme fees (including if you are in receipt of a Career Development Loan or a United Kingdom Research & Innovation award), then you must provide a valid sponsor letter on or before registration. The invoice for your programme fees will be sent

directly to the sponsoring organisation. Payment of the invoice is due 30 days from the invoice date.

11.10. Where any third party provider is responsible for payment of your fees or part of your programme fees on your behalf, it is your responsibility to make sure that such third parties make payments in line with RCA's payment terms. In the event of non-payment of part or all fees by the sponsoring organisation, we will:

- (i) invoice you for the outstanding amount and you must pay such amount within 14 days of the invoice (or such longer period agreed by us); and
- (ii) refer you to the RCA Student Support to discuss your financial plans and any available alternative sources of funding.

11.11. If the sponsoring organisation is only funding part of your programme fees then the part which you will self-fund, will be payable as set out in the 'Self-funded students' section.

11.12 If you are in receipt of an authorised Career Development Loan, 50% of the programme fees must be paid no later than one day after the scheduled disbursement of the first loan payment. The remainder of the loan must be paid before the first day of the second term of the same academic year.

11.13. If you are a postgraduate research student who is sponsored by a United Kingdom Research & Innovation award, your continuing sponsorship will be subject to the rules of that award, which will normally include, without limitation, satisfactory progress during the period of the award. Students in receipt of such awards will be invoiced annually, but will not be liable for payment of the programme fees during the period of the award, unless that award is terminated, in which case the student will become liable for fees following the date of termination of the award.

Referrals

11.14 Students may, at the discretion of RCA, register solely to complete a piece of work that they have been "referred" for, or which they have "deferred", for more information please see the Referral Policy. In these cases, the student shall be charged a reduced fee for each term of registration. The fee will be published on RCA's website. This amount will become payable on the first day of the term in which the student is registering.

Continuation Status

11.15 Research students may, at the discretion of RCA, move to a "Continuation Status" once they have completed the research component of their programme and are writing up their thesis. Such students will not have access to RCA's studios but will have access to the Library, and will be entitled to three formal tutorials during the academic year. In these cases the student will be charged a reduced fee for each term of registration. The fee will be published on the RCA website. This amount will become payable on the first day of the term in which they are enrolling.

Progression Discount

11.16. RCA offers a discount on programme fees for students who "progress" from one RCA programme to another. To qualify for this discount, a student needs to have been awarded a Graduate Diploma, MA or MRes degree by RCA, and must register for a degree offered by RCA within 10 years of the date of award of the previous degree.

11.17. Full time students claiming a progression discount are entitled to a programme fees reduction of £1,000 per academic year, for the following maximum periods:

- (i) Students registering to a taught postgraduate programme or a MRes programme: 1 academic year;
- (ii) Students registering to a postgraduate research programme: 3 academic years.

11.18. Part-time students claiming a progression discount are entitled to a programme fees reduction of £500 per academic year for the following maximum periods:

- (i) Students registering to a taught postgraduate programme or a MRes programme: 2 academic years;
- (ii) Students registering to a postgraduate research programme: 6 academic years.

11.19 Full time students claiming a progression discount are entitled to a programme fees reduction of £2,000 per academic year, for the following maximum periods:

- (i) Students having completed a MA and progressing to a MFA, MArch, MDes or MEd programmes: 1 academic year.

11.20. Part-time students claiming a progression discount are entitled to a programme fees reduction of £1,000 per academic year for the following maximum periods:

- (i) Students having completed a MA and progressing to a MFA, MArch, MDes or MEd programmes: 1 academic year.

11.21. Where a student changes from full-time registration to part-time, or vice versa, then the remaining period of entitlement shall be calculated on a pro-rata basis.

11.22. Where a student takes a leave of absence during their study, then the period of leave will not be included in the calculation of any entitlement to the progression discount.

For those in receipt of RCA tuition-fee scholarships ONLY

11.23. The RCA will credit the scholar's fees account with the agreed scholarship amount. If in exceptional circumstances the scholar takes an authorised leave of absence the RCA will endeavour to hold the scholarship support for a period of up to one year only.

11.24. The RCA shall be entitled to make a reference to the scholarship without prior approval by the scholar, provided that any use of the scholar's name and work in publicity or press releases shall be subject to prior approval by the scholar (such approval not to be unreasonably withheld or delayed).

11.25. The RCA may terminate the scholarship with immediate effect in the event that:

- (i) The scholar's performance assessment fails to meet the standards as set forth in the [RCA Regulations](#).
- (ii) The scholar fails to comply with any of the terms as set forth in this agreement, and the RCA reasonably considers that the scholar has committed an act that may prejudice or damage the reputation of the RCA.

12. Other costs

12.1. Students who do not meet the required English Language assessment standards, as described on RCA's website may be required to take a pre-sessional English language programme as part of their programme of study. This course includes an additional cost, payable by the student prior to registration. The cost details for pre-sessional English courses can be accessed on RCA's website.

12.2 It is your responsibility to meet any additional costs for your own travel and accommodation costs and for any living expenses.

12.3 In addition to your programme fees, please be aware that you may incur other additional costs associated with your study during your time at RCA. Additional costs include (without limitation): costs related to the purchase of books, paints, textiles and/or other materials in connection with your programme, printing and photocopying, compulsory field trips, joining student and sport societies and your Convocation (graduation) ceremony.

12.4 The requirement to pay additional costs will be highlighted within the programme specification (available at the point of application), with the exact cost confirmed closer to the relevant time before you have to incur such costs.

12.5 If you wish to find out more about what type of additional costs you may incur while studying on your programme, please contact the Head of your Programme to discuss.

13. Non payment or late payment of programme fees

13.1 If you do not pay your programme fees when they fall due, RCA will send you a written notification requesting you to make the payment within a specified number of days. If you fail to pay by the date specified in the written notification, RCA may take one or more of the following actions:

- (i) suspend you;
- (ii) restrict access to all IT and Library services;
- (iii) restrict access using your student ID card;
- (iv) withhold results for exams and coursework;
- (v) not allow you to register/ re-enrol on your programme;
- (vi) prevent re-registration until all outstanding programme fee debt, and any outstanding additional costs are paid in full;
- (vii) terminate your registration;
- (viii) prohibit you from attending the RCA exhibit event;
- (ix) prevent you from graduating and purchasing ceremony tickets;
- (x) refuse to issue your degree certificate;
- (xi) refuse to accept you on another RCA programme.

13.2. We reserve the right to take steps to recover unpaid fees in accordance with our legal rights and remedies including charging interest on unpaid fees and recovering reasonable administration fees in respect of dishonoured cheques.

14. Withdrawals and Refunds

14.1 A student may withdraw from the programme within 14 days of the first day of registration, without liability for any fee other than the non-refundable deposit paid during the acceptance process.

14.2 A student withdrawing from the programme must notify RCA of their withdrawal by emailing the Registry at rca.registrar@rca.ac.uk or using the Cancellation Form provided with the Offer letter. Withdrawal will be effective from the date that this notification is received.

14.3 If you want to withdraw from RCA and terminate your registration and the Contract after the first 14 days from registration, you may do so at any time in accordance with clause 14.1. As a student you are required to notify RCA, in writing, if you decide to interrupt your studies or withdraw from your programme. A withdrawing student will be charged the entire amount of programme fees for each term that they have been enrolled for, up to and including the term in

which the withdrawal is dated. Where withdrawal occurs before a term starts then the student will not be liable for the programme fees for that term.

14.4 When a student's withdrawal is confirmed, the Finance Office will calculate the student fee that the student is liable for. If the student has paid more than this sum to RCA, then the amount overpaid will be refunded to the student.

14.5 If you agree with RCA to defer your studies or to take a Leave of Absence (LOA), any deposit and programme fees you paid will be deferred to another year. If you defer or interrupt your studies, you will be required to pay, upon commencing or returning to study (as applicable), the rate of fees (programme and additional cost) in place for the year of study that you commence or resume your studies.

15. Your cancellation rights

15.1 Once you have accepted an Offer, you have the right to cancel the Contract for any reason (including if you change your mind) at any time within 14 days of the day you accepted your Offer (the "Cancellation Period").

15.2 To cancel the Contract, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. We ask that you do this via email, to **registry@rca.ac.uk**. Alternatively, you may contact the RCA Registry by sending a letter or using the Cancellation Form provided with the Offer letter, but you do not have to use the model form.

15.3 To meet the cancellation deadline, it is sufficient for you to send your communication to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.

15.4 If you cancel your acceptance within the Cancellation Period, we will reimburse any programme fees payment including any deposit received from you as soon as we can, and no later than 14 days after the day on which you informed us of your decision to cancel your Contract.

15.5. You may terminate the Contract after the expiry of the Cancellation Period referred to in clause 102, but in such case, you must do so in accordance with clause 14.3 of these Terms and Conditions.

16. RCA Termination Rights

16.1 RCA reserves the right to terminate the Contract and withdraw your Offer or withdraw you from your programme if:

(i) you have failed to meet the conditions of your Offer, or it comes to our attention that you have failed to meet or no longer meet the entry requirements for your programme (including by way of us discovering that you have falsified your qualifications or your application contains material inaccuracies or fraudulent information, or that significant information has been omitted from your application form);

(ii) you do not complete your registration at the beginning of the programme or you fail to re-enrol at the beginning of a new academic year within 30 days of the date of registration communicated to you;

(iii) you have failed to make sufficient academic progress, as set out in your programme handbook or the Policies and Procedures (including, without limitation, in respect of your attendance or academic results);

(iv) your attendance on your programme is deemed inadequate;

(v) it has been determined that you have failed your programme;

(vi) you are no longer able to demonstrate that you have a valid immigration status, or you have not complied with the conditions of your visa required for you to carry out your studies, or we have been asked by UKVI, OfS or any other government organisation to terminate your sponsorship, and/or, in RCA's reasonable opinion your acts or omissions could reasonably put RCA's Student Visa Sponsor status at risk;

(vii) for non-payment of programme fees;

(viii) you are found guilty of breach of the RCA's Policies and Procedures;

(ix) a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;

(x) you fail return after a deferral or interruption of studies period;

(xi) you break the Contract in any material way, and, where that situation is capable of being corrected, you do not correct it within 14 days of us asking you to do so.

16.2. If your Contract has been terminated, you will no longer be entitled to attend lectures, classes or seminars, use RCA's facilities or services, submit assessments, take tests/examinations, or proceed to any degree, diploma or other award of RCA. You will also cease to be a member of the Students' Union and will therefore be unable to participate in clubs, societies or other activities associated with the Students' Union.

16.3. If RCA terminates the Contract in accordance with clause 16.1, RCA reserves the right not to refund any deposits, advanced programme fee payments and/or any additional cost associated with your programme that you may have paid to RCA or third parties.

16.4. RCA will not terminate the Contract without good cause and consultation with you. Provided any action is taken to terminate the Contract in accordance with these Terms and Conditions and RCA's Policies and Procedures, we will not be liable for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.

17. Changes to Programmes

17.1. RCA makes every effort to ensure that the information provided to you about your programme is correct, and that we do not omit telling you about important information that might affect your decision to study at RCA. Due to the time period between the publication of programme advertising and marketing information and registration on your programme, circumstances may change (including due to factors beyond our reasonable control) and therefore it may sometimes be necessary to vary the content of the programme or modules or services as described in the programme advertising and marketing information or cancel a programme altogether. We will use reasonable endeavours to ensure that changes are kept to a

minimum, but if we need to make any major changes to your programme (as described in your Offer letter and/or relevant prospectus), we will bring the changes to your attention as soon as possible and you shall have the rights outlined in the CHANGES TO PROGRAMMES section of these Terms and Conditions.

17.2. RCA is committed to providing appropriately qualified staff to teach its programmes, but it does not commit to ensuring that any individual will teach on any given programme. RCA's website identifies staff currently teaching on each programme. When these members of staff leave RCA, take leave or are otherwise unavailable to teach, they will be replaced by either existing or new staff appointed by RCA.

17.3. RCA's Student Protection Plan sets out what you should expect to happen should your chosen programme or RCA close, including arrangements that would be put in place to enable you to complete your studies.

17.4. If RCA sponsors you under a Student Visa, programme changes may have an impact on your sponsorship, and we will provide you with further information. If you wish to change your programme, you should speak to us before taking any action.

18. Withdrawal of a programme prior to your registration as a student

18.1 RCA will use all reasonable endeavours to deliver your programme as described in your Offer. However, RCA may, in some circumstances, be required to cancel or postpone the start date of the programme, for example (without limitation): if there are insufficient registrations, where a key member of staff is no longer available (e.g. through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided, or as a result of a Force Majeure Event (as defined in clause 135).

18.2. If you have received an Offer for a programme which RCA discontinues prior to you registering, RCA will notify you as soon as possible and will take reasonable efforts to provide a suitable replacement programme for which you are qualified, where such a suitable programme exists.

18.3. If you do not wish to take up the replacement programme provided by RCA or, if RCA is unable to provide a suitable replacement programme, you may terminate the Contract and withdraw from the programme without any liability for programme fees (even if the cancellation period referenced in the YOUR CANCELLATION RIGHTS section of these Terms and Conditions has expired). Any deposits paid towards your programme will be refunded to you.

18.4. If you agree to transfer to such other programme as may be offered to you by RCA (and for which you have the requisite qualifications), you will be liable for any variation in fees (programme and any additional cost) between the original programme (which is no longer available to you) and the replacement programme you have agreed to transfer onto. This may result in you being required to pay more or less for your replacement programme than for your original programme of study.

19. Programme changes between Offer acceptance and your registration as a student

19.1 During the period between you accepting your Offer and registration, where there is no material detriment to you, RCA reserves the right to vary minor and major elements of your programme from that described in your Offer.

19.2 Minor variations may include changes of module title, changing a module from compulsory to optional and assessments within modules as well as minimal variations to module content.

19.3. Major variations include changes to the title of a programme, changes to the educational purpose of a programme and changes to the mode of delivery of a programme, including where teaching on campus becomes unavailable as a result of a Force Majeure Event. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "major".

19.4. Such minor and major variations will be made to improve the quality of educational services; to meet the latest requirements of a commissioning or accrediting body; in response to student feedback; to respond effectively to, or as a result of academic staffing changes, changes to RCA's regulations, a lack of student demand for certain modules, operational or academic changes; in order to comply with Government guidance; as a result of a Force Majeure Event and other events beyond RCA's control.

19.5. RCA will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any major changes to the terms of the Contract or your programme (as described in your Offer) before you register, RCA will bring these to your attention as soon as possible for example by email or via notifications on the intranet.

19.6. If:

(i) the proposed change is material to your programme of study and prejudicially affects you; or
(ii) you do not wish to take up the amended programme provided by RCA; or (iii) if RCA is unable to provide a suitable replacement programme,
you may terminate the Contract and withdraw from the programme without any liability for programme fees (even if the cancellation period referenced in YOUR CANCELLATION RIGHTS section of these Terms and Conditions has expired). Any deposits paid towards your programme will be refunded to you by RCA.

20. Programme changes after your registration as a student

20.1. RCA will undertake suitable consultation with students (if possible) where it proposes to make a change to your programme that materially changes the outcomes of, or a large part of, your programme which may include (without limitation): the nature of the award, the manner in which the programme is delivered (that is, the mode of delivery of your programme including where teaching on-campus becomes unavailable as a result of a Force Majeure Event) or a major change to the curriculum; or if the changes are the result of any of the reasons set out in clause 19.3. Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "major".

20.2. If RCA makes such a major change, in RCA's reasonable opinion, which you reasonably believe will prejudicially affect you, you may either terminate the Contract and withdraw from the programme without any liability to RCA for future programme fees or transfer to such other programme (if any) as may be offered to you by RCA and for which you have the requisite qualifications. You will remain liable for any fees incurred up to the date when the Contract terminates.

21. Withdrawal of a programme after your registration as a student

21.1. If, after you have registered, RCA is forced to discontinue your programme as a result of a Force Majeure Event or other significant reasons which may include (without limitation): insufficient student registrations, financial viability of the programme or where we cannot guarantee the delivery of a high-quality academic programme and/or student experience, RCA will notify you as soon as possible.

21.2. In such a circumstance, RCA will use reasonable endeavours to transfer you to a suitable replacement programme for which you have the requisite qualifications, where such a programme exists.

21.3. If you are unhappy with the replacement programme provided by RCA or if RCA is unable to provide a suitable replacement programme, you may terminate the Contract and withdraw from the programme without incurring any liability for programme fees and you will be entitled to a refund of all programme fees (including any deposit) paid to date for your programme.

22. Support in finding an alternative programme

22.1 If you choose to terminate the Contract and withdraw from your programme in accordance with this CHANGES TO PROGRAMME section of these Terms and Conditions clause, RCA will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider in the UK.

23. Liability

23.1. Subject to the remainder of this LIABILITY section of these Terms and Conditions, RCA (including its staff and/or representatives) will have no liability to you for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by RCA (or its staff or representatives). RCA will not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of RCA's breach of the Contract.

23.2. RCA takes all reasonable care to ensure the safety and security of its students whilst on RCA's campus, however RCA cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended you insure your property against theft and other risks.

23.3. We will not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other student, or by any person who is not an employee or authorised agent of RCA.

23.4. You will be responsible, at all times, for your completed projects and works in progress, even when such works are on RCA premises. If, while on RCA premises, the completed projects and works in progress, are damaged or lost as a result of RCA's (or its staffs' or representatives') negligence, and you can provide evidence of this to RCA's reasonable satisfaction, RCA will conduct a reasonable evaluation of the cost of materials or component parts used in the construction of such projects, and reimburse you for such amount (please note that RCA will not reimburse you for the hours committed in fabrication of the projects or for the potential or forecasted value of the projects).

23.5. RCA will not be liable for failure or delay, or for the consequence of any failure or delay to perform any obligations under the Contract if such failure, delay or the consequence of such failure or delay is caused by any act or event beyond RCA's reasonable control ("Force Majeure Event") including but not limited to:

(i) acts of God;

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

(iii) national emergencies, common commotion, war, act of terrorism (including actual, suspected or threatened act of terrorism), explosion, protests, riots;

(iv) the imposition of sanctions;

(v) epidemics, pandemics, quarantine, widespread illness and mandatory responses to Governmental advice (whether affecting our staff and/or students or otherwise);

(vi) breakdown of plant or machinery;

(vii) actions or the lack of actions of placement providers;

(viii) actions or the lack of suppliers or subcontractors;

(ix) staff illness or because a staff member leaves;

(x) weather disruption, fire, flood, storm.

23.6. In the case of a Force Majeure Event, we will contact you to advise of an alternative course of action, where possible. RCA shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes.

23.7. Nothing in these Terms and Conditions will limit RCA's liability to you for fraud or wilful default or for death or personal injury caused by RCA's negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

23.8 Subject at all times to clause 136, our liability to you under the Contract will under no circumstances be greater than the total programme fees due payable by you to RCA in respect of your programme.

24. Intellectual Property Rights

24.1 "Intellectual Property Rights" means any patent, rights to inventions, copyright and related rights, performers' property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

24.2 RCA's Intellectual Property Rights Policy sets out RCA's and the students' rights in respect of any Intellectual Property Rights generated by taught and research students in the course of their studies.

24.3 For all the necessary details around Intellectual Property Rights ownership, students should refer to RCA's Intellectual Property Policy.

25. Personal data

25.1 RCA's Privacy Notice explains what data we might hold about you, how we use it, who we might share it with and the reasons for doing that. You can access the Privacy Policy on our website.

25.2 Students who are involved in dealing with other peoples' personal data (for example as part of a research project) must ensure that they abide by the requirements of the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 ("Data Protection Legislation") (which contain requirements about security of personal data, and how such data may be used and shared). They should refer to RCA's Privacy Policy and Data Protection Policy, a placement provider's policy (if applicable) and seek guidance from their tutor or supervisor where appropriate.

25.3 As part of its obligations under the Safeguarding Vulnerable Groups Act 2006, RCA may be required to supply certain information about individuals to the Disclosure and Barring Service where RCA considers someone to pose a risk of harm to children or vulnerable adults.

25.4 From time to time RCA will take photographs and film on RCA premises. These photographs and films will be used for a variety of purposes, including the production of print and digital publicity materials. RCA will take reasonable steps to advise students, through established communication channels, when filming or photography is scheduled, and to give students the opportunity to opt out of inclusion in these still and moving images.

26. Making a complaint

26.1 If you are a current student and wish to complain about an action or lack of action by RCA, or any aspect of our service, you may do so following the process set out in the Student Complaints Policy.

26.2. If you are a current student and have followed RCA's complaints procedure to completion but remain dissatisfied, you will be provided with a Completion of Procedures (COP) letter, which confirms that you have followed the RCA's Student Complaints Policy and you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education (OIA).

26.3 The terms of the Contract will only be enforceable by you and RCA and no other person will have any rights to enforce any of its terms.

26.4 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.

27. General

27.1 The Contract constitutes the entire agreement between you and RCA in relation to its subject matter and supersedes all previous agreements between you and RCA, whether written or oral.

27.2 If we do not insist immediately that you do anything that you are required to do under these terms, or we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

27.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision will be deemed deleted. Any modification to or deletion of a provision or part provision will not affect the validity and enforceability of the rest of the Contract.

27.4 The Contract is governed by and construed in accordance with English Law. The English Courts have exclusive jurisdiction to deal with any dispute arising out of or in connection with it.