

Terms and Conditions of Admission for Academic Session 2023/24

POLICY DETAILS:

Date of approval	October 2022
Approving body	Academic Council
Supersedes	Terms and Conditions of Admission 2022/23
Date of EIA	
Date of next review	<i>See departmental schedule</i>
Author	Academic Registrar Registry Team Leader (Admissions)
Responsible Executive Group area	Deputy Director Academic
Related policies and documents	<ul style="list-style-type: none"> • Admissions Policy • Programme and Course Specifications • Appeals and Complaints Procedures • Intellectual Property Created by Students • Data Protection Policy • Enrolment Terms & Conditions • Academic Registry Privacy Notice
Benchmarking	<ul style="list-style-type: none"> • CMA • UK Quality Code for Higher Education

1. INTRODUCTION

- 1.1 All applicants offered a place at Glasgow School of Art should read through these Terms and Conditions of Admission prior to deciding whether to accept the offer of admission. Any questions regarding these Terms and Conditions should be made in writing by email to registry@gsa.ac.uk before making a decision.
- 1.2 These Terms and Conditions represent an agreement between Glasgow School of Art ("**GSA**") and you, a prospective student and will form part of any offer we make to you to study at GSA. By accepting GSA's offer of a place on a programme, you are also accepting these Terms and Conditions of Admission. An offer is deemed accepted once GSA is in receipt of your confirmation of acceptance.
- 1.3 In addition to the Terms and Conditions of Admission 2023/24, you are also agreeing to abide by GSA's Rules and Regulations and to observe the regulations and requirements of the University of Glasgow. Details can be found on our website under [Student Policies and Student Regulations](#). Please take time to read the documents on these pages carefully as together with the Terms and Conditions of Admissions 2023/24, form the entire agreement between you and GSA ("the **Contract**"). At the point of enrolling for your course, you will also require to agree to abide by our Enrolment Terms and Conditions, which will be provided to you at that time. Previous version of the Terms and Conditions of Admission are available on our [Admissions Policies](#) page of our website.

2. GENERAL

- 2.1 The terms of the Contract shall only be enforceable by you and GSA.
- 2.2 The Scottish courts will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of Scotland.
- 2.3 We operate from various locations, however if you need to contact us our principal address is 167 Renfrew St, Glasgow, G3 6RQ and the telephone number of our main reception is +44(0)141 3534500

3. OFFERS

- 3.1 A description of our programmes of study and applicable fees are set out on our website, www.gsa.ac.uk, in our offer letter and/or in our relevant publications. By applying to study and accepting an offer to study at GSA, you confirm you have received information on the programme of study you have chosen and are aware of the associated fees and payment terms for the relevant study programme.
- 3.2 Your offer from GSA will either be conditional or unconditional. If your offer is conditional, you must fulfill the conditions before being made an unconditional offer of a place which will allow you to take up your place on the programme of your choice.
- I. If your application is made through UCAS, GSA will send your offer electronically to them and you will be able to check your offer on your Track account.
 - II. For applications made directly to GSA, you will receive an email outlining your offer which will be sent to the email account you used when making your application.
- 3.3 If your offer is conditional, we will advise you in your offer of admission, the date by which you must meet your conditions. If you are not able to meet the conditions by this date, GSA reserve the right to withdraw your offer or defer your application to the next year of entry.
- 3.4 You may request to defer your offer of a place for a maximum of one academic year. Deferral requests will be approved by the relevant department and you must meet the following admissions requirements before a deferral can be processed.
- If you apply via UCAS, you must have accepted an unconditional offer by the end of the admissions cycle that you apply in.
 - If you are a postgraduate applicant who applied directly to GSA, you must have accepted your conditional or unconditional offer plus have paid your deposit as outlined in your offer letter.
- 3.5 There may be occasions when GSA needs to amend an offer before you have confirmed your acceptance and we reserve the right to do this at our discretion. In the unlikely event that this is necessary, we will inform you of what the change is as soon as reasonably practicable and where possible, we shall follow this up with an updated offer for your consideration.
- 3.6 Once you have confirmed acceptance of your offer and we have received this acceptance, the contract between you and GSA is formed. Except in the circumstances set out in Clauses 4, 5.2 and 12.2 below, should we wish to make any amendments to your Contract following your acceptance of our offer, these shall be discussed and agreed by you before we can update the Contract.
- 3.7 You are required to register/enrol at the start of your proposed programme of study and thereafter (as appropriate) for each subsequent year of study. We shall inform you of the date by which you must enrol for your programme. As part of enrolling, you will be asked to agree to our Enrolment Terms and Conditions as issued at that time.
- 3.8 GSA does not guarantee accommodation as part of this offer and would strongly advise that accommodation is secured as early as possible/in advance of travel.

4. CHANGES TO PROGRAMMES BEFORE ENROLMENT

4.1 GSA's aim is to provide you with the learning and teaching experience and outcomes as advertised on our website at the point you accepted our offer. There will be times where we will have to make variations to our programmes before you enrol. The reasons for this may include the following to:

- I. Comply with external, professional accrediting or other regulatory body requirements
- II. Comply with a change to the law
- III. Ensure the quality of the programme we deliver
- IV. Ensure the curriculum is relevant to the intended learning outcomes
- V. Implement feedback from academic advisers, external examiners and students, for the benefit of the students

4.2 In the event GSA is of the view changes to the relevant programme are necessary, we reserve the right to make these changes and we will inform you as soon as practicable. We will also explain to you the reasons for the change and how they may impact on you. If you decide not to continue as a result of these alterations, we will endeavor to transfer you to an alternative programme for which you are qualified (for which tuition fees shall be payable).

4.3 GSA may have to suspend or discontinue a programme prior to enrolment (including after accepting our offer) due to:

- I. Withdrawal of relevant accreditation
- II. To address concerns about the quality of the student experience
- III. Insufficient numbers of suitable applicants

4.4 If your programme of study is suspended or discontinued, GSA will endeavor to provide you with a suitable alternative course within GSA (for which tuition fees will be payable).

5. STUDYING AT GSA

5.1 GSA expectations extend to your personal and professional conduct and all students must abide by our [Dignity and Respect at Work and Study](#) policy, [Student Policies](#) and [Student Regulations](#).

5.2 GSA will use all reasonable measures to deliver your programme and courses of study as outlined at the time of offer and in accordance with the [Programme and Course Specifications](#) documents. To ensure our programmes and courses continue to develop and adapt to meet required learning outcomes, they are reviewed regularly with the aim of enhancing the student learning experience. As a result of these reviews, changes may be made to programme and course content but with due consideration to safeguarding academic standards and assuring the quality of your learning experience.

5.3 During your studies you must adhere to the GSA Code of Assessment (which can be found on the [Academic Policies](#) page of our website) and use all efforts to fulfill the academic

requirements of your programme, including submission of coursework, other assignments and attendance at examinations and other required events.

- 5.4 If you do not act in accordance with this Contract or any document referred to in it, GSA may take disciplinary action against you under the [Student Conduct Policy and Misconduct Procedure](#). This may lead to your studies being suspended or terminated or the application of other penalties.
- 5.5 GSA will assess your academic progress throughout your studies and at the end of your programme you may be eligible to graduate with an award and programme title appropriate to the level of study, you have achieved. For students who do not complete enough credits to be eligible for an award, they will receive a transcript confirming the courses undertaken and the grades achieved.
- 5.6 As a general principle GSA, recognises the student as owner of any Intellectual Property you produce while an enrolled student. This principle may be subject to variation in the case of collaborative or externally sponsored work, or other exceptional circumstances. Further guidance can be found in our [Intellectual Property Created by Students](#) policy.
- 5.7 At the point of enrolling as a student at GSA, you will be given access to the GSA IT network and be provided with a GSA student email account and Student ID card. This provision will remain active for the duration of your time as an enrolled student. Once you have completed your studies and are no longer enrolled on a programme, your access to GSA facilities will be terminated. You will be informed at least 14 days in advance of the termination of your IT account.
- 5.8 When you have completed your studies, you may be eligible to graduate with an award from GSA. If you are eligible to graduate, you will be invited to register to graduate either by attending a graduation ceremony or in absentia. You will be invited to graduate at the ceremony scheduled directly after you receive your final results. If you do not register to graduate at this ceremony, you will be included in cohort of students eligible to graduate at the next available ceremony. If you fail to register for three consecutive graduation ceremonies, GSA will presume you are not wishing to graduate at this point in time and will no longer invite you. If you decide to graduate at some point in the future, it is your responsibility to contact GSA. Please note that you cannot graduate if you have any outstanding tuition fee debt.
- 5.9 A digital copy of your final year dissertation/extended essay/critical journal/curatorial rationale/thesis will be stored digitally by GSA Library for the purposes of private non-commercial research or study by GSA staff and students.

6. TUITION FEES

- 6.1 GSA will advise you of your annual tuition fee when offering you a place on your chosen programme. If your programme duration is more than one academic year, you will be asked to pay this fee for each full year of study. If, for any reason, you are not studying for a full year, for example, undertaking resits or taking a Leave of Absence, the tuition fee you pay for that year may differ. Please refer to our [Fees, Funding and Finance](#) pages for further details on what you will pay and information on the [GSA Fees Policy](#). Tuition fees are subject to our financial regulations and reviewed annually. Any changes will be made prior to the start of each academic year.

- 6.2 The tuition fee amount you are required to pay is the cost associated with your fee category at the point of enrolment, not the point of offer. If you defer your offer of a place you will receive an updated offer letter with any revised fee. This is normally sent out once the tuition fees have been confirmed for the next academic session.
- 6.3 If you defer your offer of a place and between the period of receiving the original offer and your enrolment date, your circumstances change, it may be necessary to reassess your fee category in accordance with UK regulations surrounding fees. This may mean your tuition fee amount could change. Information on HE fee regulations in Scotland can be found on the [UKCISA](#) website.
- 6.4 It is your responsibility to ensure all fees are paid in a timely manner and in accordance with the payment plan you have agreed with our Finance Office. Failure to pay fees by the stipulated date, may result in access to GSA facilities being removed until payment is made. GSA cannot be held responsible for any classes, tutorials or other teaching you may miss because you cannot access facilities due to unpaid tuition fee debt. Tuition fee debt will also result in you being unable to graduate until it has been paid in full.
- 6.5 If you are expecting to have your tuition fees paid by a third party, it is your responsibility to ensure this is in place for each year you study at GSA and on request, provide us with information on the party responsible for paying your fees and any other relevant information we require for our internal records. Any tuition fees not paid by a third party will become the responsibility of the student.
- 6.6 In addition to your tuition fee, for most of our programmes you will incur additional costs for materials, use of equipment, study trips, events etc. More detail on additional costs can be found on the programme pages of our website under the 'Indicative Additional Costs' section of the [Fees, Funding and Finance](#) pages on the GSA website.

7. ACCURACY OF APPLICATION INFORMATION

- 7.1 It is your responsibility to ensure that all the information you provide to GSA is true and accurate.
- 7.2 If we discover that your application or any other key information you provide us with is incorrect, fraudulent or has been omitted, we may withdraw or amend the offer we have made to you. We also reserve the right to report any applications we suspect are fraudulent to the UCAS Verification Unit, UKVI or other official body where appropriate

8. APPEALS AND COMPLAINTS

- 8.1 GSA understands that there are times when you feel we have not followed our own policies/processes or do not agree with the decision we have made and wish to make an appeal or complaint. This may happen during the admissions process or when you are an enrolled student.

- 8.2 For advice and guidance on making an appeal during the admissions process please read the [Appeal Procedure for Applicants](#) guidance on our website.
- 8.3 For advice and guidance on making an appeal in relation to an academic matter during your studies , please read the [GSA Code of Procedure for Appeals](#).
- 8.4 For advice and guidance on making a complaint either during the admissions process or as a student, please read the information on our website at www.gsa.ac.uk/complaints

9. DATA PROTECTION

- 9.1 Personal data you provide on your application will form part of your student record. Details of how GSA process your data is explained in our [Academic Registry Privacy Notice](#) and in accordance with our [Data Protection Policy](#) and the Data Protection Act 2018. Copies of all GSA Privacy Notices and the Data Protection Policy are available on the [Data Protection page](#) of the GSA website.
- 9.2 If you have made an application to GSA and would like to allow us to speak to another person about your application on your behalf, please complete our [Nominated Person Request form](#) and return in to Registry@gsa.ac.uk. Please note, you do not need to do this if the other person is listed as a contact on your UCAS or direct application form.
- 9.3 If you are studying at GSA as a visiting student, when you accept your offer to study at GSA you will also be agreeing to your home institution receiving information about your academic performance and to the sharing of other personal data relating to your studies.
- 9.4 Where a programme or course of study is delivered collaboratively or jointly between GSA and a partner institution, both parties will only share personal data necessary for the assessment and administration of your studies.

10. LIABILITY

- 10.1 While GSA will take reasonable care to ensure that the safety and security of its students on the GSA campus or when using our services, we cannot accept responsibility and for loss or damage to your personal property and advise you to insure your property against theft and other risks.
- 10.2 We do not exclude or restrict our liability to you for death or personal injury caused by our negligence, fraud or breach of statutory duty. However, GSA cannot be held responsible for any injury to you (financial or otherwise) or for any damage to your property caused by another student or by any person who is not an employee or authorised representative of GSA.
- 10.3 Where we failed to comply with our obligations under this Contract, we will be responsible

for loss or damage you suffer that is a foreseeable result of breaking this Contract or failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

10.4 Notwithstanding Clause 10.2 and Clause 10.3:

10.4.1 we shall not be liable for indirect and consequential loss arising under or in relation to this Contract;

10.4.2 except where otherwise stated in these terms, we also exclude all warranties of any kind, implied or express, in relation to the Contract in so far as we are able to do so under applicable law; and limit our entire and aggregate liability to you under or in relation to this Contract to the fees paid or payable by you (or where appropriate a third party funder) to GSA under this Contract.

10.5 Should industrial action or other circumstance beyond our reasonable control interfere with our ability to deliver our programmes, in accordance with the description set out in our [Programme Specifications](#), we will endeavor to minimise the disruption to our learning and teaching provision.

11. RIGHT TO CANCEL

11.1 You have a period of 14 days from the day after we receive notification of your acceptance of our offer to change your mind without giving a reason. If you applied through UCAS please inform them of your decision. If your application was made directly to GSA you have the right to cancel the Contract by informing us in writing to the Registry Office, within 14 days from the day after we receive notification of your acceptance of our offer.

11.2 Please note that your right to cancel the Contract under Clause 11.1 shall end earlier than 14 days if the programme of study commences within the 14 day period, in which case your cancellation right will end on the programme start date. This may happen if you accept an offer to study at GSA via the UCAS Clearing service.

11.3 Following your enrolment on to your chosen programme of study, you may withdraw from study at GSA in accordance with GSA's withdrawal procedures. However, you may lose all or part of the tuition fees paid by you or on your behalf. Please refer to the [GSA Fees Policy](#) for further details.

12. CHANGES TO THE TERMS AND CONDITIONS OF ADMISSION

12.1 The Terms and Conditions of Admission 2023/24, issued to you with your offer are valid for the duration of your studies at GSA.

- 12.2 GSA has the right to make reasonable changes to the Contract and the documents referred to in this Contract at any time:
- I. As required by law
 - II. To comply with any requirements set by a major funding body
 - III. To implement legal advice or sector specific good practice
 - IV. To clarify the content
- 12.3 If these changes are made after you accept your offer but before you enrol on your programme, notice of such changes will be communicated to you by email. If we do not have a valid email address for you, we will write to you via the postal service.

13. VISAS AND IMMIGRATION

- 13.1 If you are a student who requires a visa to study in the UK, you have a legal obligation to adhere to any visa conditions set by UK Visas and Immigration Authority (UKVI). Information relating to these regulations can be found on the [International Student](#) pages of our website.
- 13.2 As a Student Visa sponsor, GSA has to ensure it fulfills its requirements regarding monitoring and record keeping with regard to UKVI. Information on our sponsorship duties can be read on our website at www.gsa.ac.uk/life/international-students/student-visa-requirements. It is the responsibility of the student to comply with any requests we make in meeting these duties.

14. GENERAL

- 14.1 You should visit GSA's website regularly as any amendments to the regulations and policies referred to in these Terms of Admission shall be made available on our website. GSA will take reasonable efforts to draw your attention to any significant changes to those regulations and policies.
- 14.2 If there is any inconsistency between the Terms & Conditions of Admission 2023/24 and the terms of any document referred to in this document, the provisions of these Terms & Conditions of Admission 2023/24, shall apply.
- 14.3 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if 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 taking steps against you at a later date.