St Mellitus College Non-Accredited Courses Student Terms and Conditions

These are the Terms and Conditions which apply to your registration for and participation in non-accredited teaching . These Terms and Conditions do not cover accredited courses or Beginning Theology, which have their own Terms and Conditions. These programmes are run by St Mellitus College at their East Midlands, London, or South West Centres. If you wish to attend a non-accredited course, please read these Terms and Conditions carefully.

1. The Contract

1.1 These Terms and Conditions have been sent to you with an offer ("the Offer") of a place with St Mellitus College ("We" or "the College").

1.2 By accepting the Offer, you confirm your acceptance of these Terms and Conditions and the College's rules, regulations, policies and procedures as set out in its Student Handbooks and on www.stmellitus.ac.uk, which together shall form a contract ("the Contract").

1.3 Any amendments made by the College to this Contract will be made available on the College's website, which you should consult regularly.

1.4 In the event that the College makes any significant changes to the Contract, then we shall take reasonable steps to bring these changes to your attention.

1.5 In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the Contract, these terms and conditions shall take precedence.

1.6 If you have any questions or concerns about these terms and conditions, please contact the Admissions Officer.

2 Accepting an offer

2.1 Acceptance of an offer is indicated by returning an offer reply form. The College may acknowledge receipt of your acceptance of the offer, but confirmation of a place will only be granted once any conditions have been satisfied

2.2 When the offer reply form has been received and the place formally confirmed, the College and you are considered to be entering a contract. You have the legal right to cancel this contract at any time within 14 days of the College's confirmation of your place. Cancellation must be notified to the College in writing, preferably by email to the Admissions Officer or Academic Registrar.

2.3 Should the student request to transfer to another Centre within the College, the decision would be at the discretion of the relevant Centre Director.

3 **Conditions of Admission**

3.1 Your admission to the College and right to enjoy any of the privileges of membership of the College are subject to your compliance with the terms of the Contract.

3.2 If you do not meet the initial conditions of your offer and we are unable to confirm your place, you will not automatically be able to defer but may have to reapply in the next admissions cycle.

3.3 Auditing students need to have completed the Safeguarding Basic Awareness and Foundations module and provided the certificates as part of the application process. This can be completed on the Church of England National Safeguarding Team's online learning portal here.

3.4 Unless otherwise communicated, auditing students are not part of a formation group and may not have the same admin support as for accredited students.

3.5 Auditing students do not receive a College email address. They will, however, have access to a dedicated auditing page on Moodle, where they can complete their registration form, download PDFs of pre-reading materials, and access relevant module content on Moodle.
Please note that auditing students do not have access to the College's wider digital learning resources. Where additional books or texts are listed as recommended reading on module pages, students may wish to purchase these at their own cost.

3.6 Unless otherwise communicated, for those at full-time teaching centres, only the morning teaching sessions are included in the programme for non-accredited students.

3.7 We reserve the right to exclude you if your behaviour is contrary to the expectations detailed in the Student Handbook.

4 **Obligations**

4.1 The College shall use its reasonable endeavours to:
Deliver your programme with reasonable care and skill and as far as possible in accordance with the description applied to it in the prospectus;

4.2 If you are under the influence of any substance, we reserve the right to require you to leave the premises.

5 **The Fees**

5.1 Unless your tuition fees are being met by a sponsoring body, you are personally liable to pay them annually in one instalment. The first instalment ("the First Instalment") shall be payable by the Monday of the first week of teaching in October ("the First Payment Date").

5.2 Where you have a sponsoring authority's agreement to pay your tuition fees, in the event of any non-payment by the sponsoring authority or their withdrawal of your sponsorship, you will become personally liable for fees at the standard rates if you wish to continue with your course.

5.3 In the event that the instalment of your fees has not been paid in full by the relevant Payment Date, the College shall be entitled, but not bound, to refuse to permit you to continue on your programme of study and terminate the Contract without incurring any liability to you.

5.4 In the event that the instalment of your fees has not been paid in full by the relevant Payment Date, the College shall be entitled to charge a late payment fee of £100 in addition to the tuition fee payment.

5.5 Notwithstanding the above, you may withdraw from your course by giving written notice to the College and cease your studies at the following intervals:

5.5.1 within 14 days of the start of teaching in October with a full refund of any deposit and/or fees already paid;

5.5.2 until the First Payment Date in any academic year with a full refund of any fees already paid for that academic year;

5.5.3 after the First Payment Date, in which case you shall remain liable for all tuition fees payable for that academic year and you shall not be entitled to any refund.

5.6 If there is any break in your study, you are liable to pay the fees at the time of re-entry rather than the fees set at the time of your initial study period.

5.7 If you have previously audited a module and then wish to undertake accredited teaching, you will not be exempt from the full fee even where teaching has previously been accessed.

6 Financial Difficulty

6.1 Notwithstanding any financial difficulty, the College will have the right to take arrears action against students who do not comply with their obligations to pay tuition fees in accordance with the terms of the Contract.

6.2 In circumstances of financial hardship, it is your responsibility to discuss your circumstances with a representative of the College as soon as reasonably practicable.

6.3 If you have financial difficulties prior to or at matriculation, then you must seriously consider delaying the start date until sufficient funds to cover fees are available.

6.4 If you experience financial difficulties during your programme of study that have arisen beyond your control, please contact the College as soon as possible. We will make every effort to understand your situation and will try to make suggestions that may help you address the financial difficulty.

7 Changes to your programme

7.1 The College's liability is to deliver the programme for which the student has applied, and not any given module in particular. The College will therefore endeavour as far as reasonably possible to deliver all modules named on its website and in other promotional materials. However, if insufficient students enrol on a given programme or if other unforeseen circumstances arise, such as staffing changes, the College may choose to cancel or postpone the programme or part thereof.

7.2 In the unlikely event that the College does not provide your programme of study or significantly changes the content of your programme or method of delivery, then the College will notify you as soon as reasonably practicable.

7.3 Where a programme of study is cancelled or postponed, the College will endeavour to provide a suitable replacement programme and will notify you of this as soon as possible.

7.4 If you do not wish to take up the replacement programme offered by the College or if the College is unable to provide you with one, then you will have the right to an appropriate refund of tuition fees and deposits already paid.

8 **Data protection**

8.1 The College holds information about all applicants to the College and all students at the College. The College uses the information from your application

8.1.1 To process your application, to collect feedback and to send you information about the College and its events

8.1.2 To deliver your programme of studies, to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems

8.1.3 Such other activities reasonably required by the College for the provision of its duties under this Contract.

8.2 The College is at times required by certain government agencies to disclose student information to third parties. Further information is available on request and on commencement of their studies students will be issued with a consent form and details of how to access the Student Collection Notice about this data on the College Virtual Learning Environment. If the College wishes to use or disclose your information for other purposes we will inform you and ask for your consent.

8.3 For more information, please see our Privacy Policy.