St Mellitus College

Student Terms and Conditions

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 When a student is offered a place, they may be invited to indicate informally whether they are likely to take up the offer. This is useful to the College in terms of planning and setting up placements (where relevant) but is not binding.

2.2 Acceptance of an offer is indicated by returning a reply form. With this form, the student may be required to provide a copy of their transcript or certificate from their previous highest qualification(s). 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, including receipt by the College of your transcript or certificate.

2.3 When the 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.

2.4 Should you request to transfer to another Centre within the College, the decision would be at the discretion of the relevant Centre Director or equivalent.

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. You should note that your progression on your programme and your final award are not guaranteed and are dependent upon your academic performance.

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

3.3 Your admission to the College is dependent on acceptance by the validating university.

3.4 Participation in Ordination training pathways is dependent upon continued church sponsorship. Equally, participation in Ordination training pathways is not a guarantee that candidates will be ordained. Final decisions about ordination are made by a candidate's diocese. The College will make reasonable accommodations where possible to ensure students are able to complete an academic programme, where the reason for the withdrawal of church sponsorship was outside of the student's control. Any decision on the part of the College that a student will not be able to complete a programme leading to an accredited award is subject to the usual process of review.

3.5 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.

If you have studied a Common Awards course before which was over 5 years ago (from the point at which you started the course) and wish to return to continue your studies to complete or top up on your previous qualification, the College will need to seek approval from Common Awards as part of the admissions process before you can return to study with the College, assuming you have not failed any modules previously which contribute to the target award.

4 **Obligations**

4.1 The College shall use its reasonable endeavours to:

4.1.1 Deliver your programme with reasonable care and skill and as far as possible in accordance with the description applied to it in the prospectus; and

4.1.2 Clearly explain the academic requirements of your programme to you.

4.2 You shall use all efforts to fulfil all the academic requirements of your programme, including submission of course work and other assignments and attendance at examinations and other required events, on time and in accordance with the relevant policies, rules and regulations.

4.3 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 two equal instalments. The first instalment ("the First Instalment") shall be payable by the first Monday of term in September ("the First Payment Date"). The second instalment ("the Second Instalment") shall be payable before the last business day in January of that academic year ("the Second 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 tuition fees at the standard undergraduate or postgraduate rates if you wish to continue with your course.

5.3 In the event that an instalment of your tuition 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 an instalment of your tuition 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 or suspend your studies (for a permissible duration according to the regulations of the validating university) by giving written notice to the College and ceasing your studies at the following intervals:

5.5.1 within 14 days of the start of term in September 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 between the First Payment Date and the Second Payment Date, in which case you shall not be entitled to a refund in respect of the fees paid or payable by the First Instalment Date, although there shall be no liability in respect of fees paid or payable by the Second Instalment Date;

5.5.4 after the Second 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 Although the College may choose to waive all or part of the tuition fees at its sole discretion, the College wishes expressly to bring to your attention the liability it may incur to third parties, such as its accrediting universities and/or the Ministry Division of the Church of England, if you withdraw after the First Instalment Date in any academic year.

5.7 For students in receipt of Student Finance under the new system called Lifelong Learning Entitlement (LLE), the amount they owe the College at the point of their withdrawal or suspension will be worked out in consultation with Student Finance England.

5.8 For the purposes of withdrawals or suspensions, the College considers a module being delivered after 3 teaching sessions or lectures have occurred.

5.9 You are responsible for confirming your eligibility for Student Finance (where relevant) and if this is not confirmed, you will remain liable for the payment of your tuition fees.

5.10 Your LLE, prior to 2027 known as Student Loan, is conditional upon your active and ongoing engagement and attendance at the College. If your level of attendance ceases to qualify you for Student Finance, you will remain liable for the payment of your tuition fees.

5.11 In the event that you have not finished your programme of study within the expected timeframe and have overdue assignments extending into the following academic year or have suspended your studies mid-year, you may incur the Common Awards registration fee the following year.

5.12 If you are a part-time student, then you will have your own specific formational programme and will be expected to follow this.

5.13 You will not be permitted to attend a Graduation ceremony or receive an exit award if you have any outstanding tuition fee debt owed to the College.

5.14 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.

5.15 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.

5.16 If you are applying for Accreditation of Prior Certificated Learning (APCL) or Accreditation of Experiential Learning (APEL), unless the number of credits you are bringing with you cover for credits for the entire academic year, you are not eligible for a discount on the tuition fees.

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 your tutor 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 (changes to e.g. hybrid or remote), 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.

7.5 These terms and conditions should be read in conjunction with the Student Protection Plan and the Student Compensation Policy found on our website.

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's 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.