

# 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](http://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 an offer acceptance form. With this form, the student may be required to provide the original 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 offer acceptance form has been received and the place formally confirmed, the College and you are considered to be entering a contract. The student has 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 Director of College Operations.

## 3 Conditions of Admission

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.

#### 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.

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

5.4.1 within 14 days of accepting the Offer with a full refund of any deposit and/or fees already paid;

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

5.4.3 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;

5.4.4 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.

5.5 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.

5.6 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.

5.7 Your 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.

## 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 programmes 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.
- 7.5 For more information, please see our [Student Protection Plan](#) and [Compensation Policy](#).

## 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 VLE. 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](#).