



Student Contract

Terms and Conditions

1. Introduction

- 1.1 These terms and conditions apply to all students undertaking a course at St Hild College (the "**College**"). The information below provides important information which you need to understand before you accept an offer.
- 1.2 Any offer of a place made to you by the College is made on the basis that in accepting the offer you agree to these terms and conditions, which form part of the contract between you and the College.
- 1.3 The College is a member of the Yorkshire Theological Education Partnership ("**YTEP**"), however nothing in this document implies that you have a legal contract with YTEP, or that YTEP is in any way liable for any breach of these terms and conditions by the College.
- 1.4 Your offer will indicate at which centre you will be studying. Transfer to another centre at the College is at the discretion of the College's Senior Leadership Team and as such is not guaranteed.
- 1.5 In accepting any offer of a place at the College, you are agreeing to comply with the provisions of all of the College's Regulations, Rules, Codes, Conditions, Policies and Procedures that apply to enrolled students from time to time (together the "**Policies**") including:
 - these terms and conditions;
 - your offer letter;
 - the St Hild Student Handbook;
 - the YTEP Student Handbook;
 - Durham University's Core Regulations for Validated Programmes
 - the Student Code of Conduct;
 - the prospectus for your course available on the College's website;
 - student-related policies and procedures such as admissions, academic assessment, conduct, fitness to study, discipline, acceptable IT use, fees, complaints and appeals all of which are available on Moodle.
- 1.6 It is important that you read and understand these terms and conditions carefully before accepting your offer, as the College will apply and rely upon them during your time as a student at the College. Failure to comply with a provision of these documents could result in the College terminating your offer and/or enrolment.

2. Accuracy of information

- 2.1 By accepting an offer of a place at the College you confirm and declare that the information you have provided in support of your admission to and enrolment with the College is accurate and complete to the best of your knowledge.

- 2.2 The provision of false, incomplete or misleading information may render your admission and enrolment invalid and will entitle the College to terminate its contract with you.
- 2.3 The College reserves the right to verify all results by receiving and checking original certificates prior to enrolment.
- 2.4 It is your responsibility to ensure that all personal details you provide to the College are true and accurate. The College will not be liable for any out of date or incorrect personal details that you have provided and you will be responsible for any consequences, such as the cost of re-issuing documents, of not keeping your personal details correct and up to date. You should notify the College in a prompt and timely manner if any of your relevant personal details have changed.

3. Communications to and from the College

On enrolment you will provide the College with an email address which the College will use for all communications with you. You are expected to check this email account regularly. Any communication sent to you from the College to this email account will be regarded as properly sent and received by you.

4. Payment of fees and other charges

- 4.1 The tuition fees for your course will be as set out in your offer letter and are payable in accordance with the Fee Payment Schedule in that letter.
- 4.2 The College reviews tuition fee levels annually and reserves the right to increase fees for academic years subsequent to the student's first year of entry to the College. For students not eligible for student finance, the increase would be no greater than RPI (excluding mortgage interest payments) plus 2%. For students eligible for student finance at St Hild College, there may be an increase by more than inflation up to a maximum of the basic fee amount as defined by the UK Government. If we intend to exercise this right to increase tuition fees, we will let you know by the end of June in the academic year before the one in which we intend to exercise that right.
- 4.3 You are personally responsible for paying your course fees unless a sponsoring authority (typically a Baptist church or Anglican Diocese) has agreed to pay your fees or you are in receipt of a student loan. If your sponsoring authority withdraws their sponsorship, you will become personally liable for your course fees if you wish to continue with your studies.
- 4.4 If you do not pay money that you owe to the College, the College reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the College will consider all the circumstances of your case. Failure to pay your fees on time may ultimately lead to termination of this contract. The College reserves its right to dismiss you as a student for non or delayed payment of fees.
- 4.5 If you have successfully applied for a student loan then it is your responsibility to inform the College of this. If not, you will remain personally liable for your fees. Student Finance requires your ongoing and active engagement with the College. The College is required to inform Student Finance if your attendance and engagement falls below required levels.
- 4.6 In the event that you have not finished your course within the expected timeframe and have outstanding assignments extending into the following academic year, you may be charged an additional Durham University fee and St Hild administrative fee.
- 4.7 You may withdraw from your course by informing the College in writing at any point. However, fees that are incurred by you will depend on the point at which you inform the College of your intention to withdraw. Subject to 4.7.1 and 4.7.2 below, any outstanding fees will be owed regardless of whether or not you have attended your course or submitted assignments that are due prior to the point at which you inform the College of your intention to withdraw.

- 4.7.1. If you withdraw within 14 days of the start of the course (Induction Day) in September you will not be charged the fees for that academic year and will receive a refund of any fees already paid for that academic year.
- 4.7.2. If you withdraw within 14 days of the start of any term then you will not be charged the fees for that term and will receive a refund of any fees already paid for that term. However, fees charged or paid for any prior terms will not be refunded.
- 4.8 If you are struggling to pay your fees then you must inform the Finance Office immediately. Where possible, we will agree an alternative fee schedule with you.
- 4.9 Even if you have successfully completed all academic requirements of your course, you will not be permitted to graduate and receive your certificate until all outstanding course fees have been paid.

5. Ordination and ministerial training

Ongoing participation in ordination or ministerial training is dependent on ongoing church sponsorship and Diocesan support. The College is therefore unable to guarantee Ordination even if the academic requirements of your course have been successfully fulfilled. The College will make reasonable efforts to ensure that you can complete your academic programme if you lose church sponsorship. You will still need to pay your fees and may need to find an alternative funding source for this purpose.

6. Policies and regulations

6.1 Key provisions of the Policies of which you should be aware include:

- (a) the College's expectations as regards student attendance, academic due diligence and academic progress, as set out in the [St Hild Overall Student Handbook](#) and [YTEP Student Handbook](#). Failure to meet these expectations may mean that you are not permitted to progress on your course.
- (b) the College's rules regarding academic misconduct, which can be found in the [Academic Misconduct Policy](#). Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion.
- (c) the College's expectations of student behaviour, as set out in the [Code of Conduct](#). Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the College.
- (d) the College's rules regarding withdrawal and interruption of studies, as set out in the [YTEP Student Handbook](#)
- (e) Durham University's Regulations for Academic Appeals, as set out in the relevant Core Regulations for Validated Programmes which can be found at <https://www.dur.ac.uk/university.calendar/volumeii/validated.programmes/>. Students shall be subject to the College's regulations except in the matter of an appeal against a decision made by Durham University's Board of Examiners or other committee on academic matters.

7. Changes to Policies

- 7.1 The College reserves the right to add to, delete or make reasonable changes to the Policies where in the opinion of the College this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- (a) to review and update the Policies to ensure they are fit for purpose;
 - (b) to safeguard academic standards, for example, in response to external examiner feedback;
 - (c) to reflect changes in the external environment, including legal or regulatory changes;
 - (d) to reflect changes to funding or financial arrangements or changes to government policy, requirements or guidance;
 - (e) to incorporate sector guidance or good practice;

- (f) to reflect feedback from students; and/or
- (g) to aid clarity or consistency of approach.

- 7.2 Any changes will normally come into effect at the start of the next academic year, although changes may be introduced during the current academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The College will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Policies before they take effect, or by phasing in changes, if appropriate.
- 7.3 The updated Policies will be made available on the College's website and may be publicised by other means so that students are made aware of any changes.

8. Disability and reasonable adjustments

- 8.1 The College is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the College to engage with you and discuss your support needs more effectively. All offers are conditional upon the College being able to implement the specific adjustments reasonably needed for you to complete your programme. The College is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the College.
- 8.2 Further information is available in the College's [Equality, Diversity and Inclusion Policy](#) and Disability Support Policy.

9. Criminal convictions and DBS checks

- 9.1 As a condition of taking your place at the College, you are required to disclose on a continuing basis (i.e. as soon as is reasonable practicable following the event) any relevant unspent criminal convictions by contacting your centre director.
- 9.2 The centre director will contact you if further information is required. The College will only ask for information relevant to its obligations to safeguard staff and students in line with its [Safeguarding Policy](#).
- 9.3 The College may terminate your enrolment if you have failed to disclose when required any information about unspent criminal convictions or activity or if you have supplied information that is inaccurate or misleading.
- 9.4 All students who are Church of England ordinands or Baptist ministers in training will be required by their sponsoring denomination to obtain a DBS check. In addition, any student taking part in a module which involves a placement will be required to obtain a DBS check.

10. Changes to courses and services

- 10.1 The College will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description applied to it for the academic year in which you began the course.
- 10.2 However, the College may make reasonable changes to your course where that will enable the College to deliver a better quality of educational experience to students. For example, changes may be made to the content of your course where developments in the subject area make that necessary, or a relevant regulatory or accrediting body requires such changes to be made.
- 10.3 These types of changes may mean that certain modules on your chosen course may be added, revised or deleted. Changes may be made to:

- (a) the content and syllabus of the course;
- (b) the timetable, location and number of classes;
- (c) the structure and/or timing of the academic year;
- (d) the method of delivery of the course, services and facilities; and/or
- (e) the examination and assessment process.

- 10.4 Typically changes will not be significant in scope and will not adversely affect you. The College will seek not to make significant changes that will have an adverse impact on your course. In making any changes, the College will aim to keep the changes to the minimum necessary to achieve the required quality of experience.
- 10.5 If a change is required that will adversely impact students then we will consult the relevant students in advance (where possible) to seek their views on our proposals and any alternative arrangements they might suggest. If a change is required that does not adversely impact students, but is instead an enhancement to their course, then they will be notified by the start of the new academic year or term (as relevant).
- 10.6 If the College changes your course and you are not satisfied with the changes, you will be offered the opportunity to choose another course at the College, transfer to another institution or withdraw from the course.

11. Events Outside of Our Control

- 11.1 The College will do all that it reasonably can to provide the educational services as described on its website, in the prospectus or in other documents issued to enrolled students. Sometimes circumstances beyond the reasonable control of the College which could not have been prevented even if the College had taken care ("**Events Outside of Our Control**") mean that the College cannot provide such services.

- 11.2 Examples of Events Outside of Our Control include (but are not limited to):

- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff; in these circumstances, the College will identify alternative staff to ensure uninterrupted provision of services. However, the point of this clause is to indicate that the College may not be able to provide teaching by specific, named persons, if that person is unavoidably absent
- power failure outside of our control;
- acts of terrorism;
- fire;
- severe weather conditions;
- natural disasters;
- political unrest or civil disorder;
- government restrictions and concern with regard to the transmission of serious illness;
- legal or regulatory changes, including changes to government guidance;
- withdrawal by any government or local authority of any necessary licence;
- where the numbers enrolled on a course are so low that it is not possible to deliver an appropriate quality of education for students. This would only occur if we have fewer than five students for a course

- 11.3 Where Events Outside of Our Control occur, the College will notify you that the events have occurred and will take all reasonable steps to minimise the resultant disruption to affected students, including, for example:

- offering the opportunity, where reasonably possible, to move to another course;
- deferring the start date for a course;
- delivering the course in a different way, from another location or online, at another time;

- delivering a modified version of the same course;
- assisting you to transfer to complete the course at another institution; and/or
- delivering other services and facilities in a different way, from a different location or online.

11.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you will be offered the opportunity to withdraw from your course and, if required, reasonable support to transfer to another institution. Alternatively, you may make a complaint under the YTEP or St Hild Complaints policies (see Complaints below).

11.5 Where Events Outside of Our Control occur and the College is unable to take steps to minimise the resultant disruption to students then neither the College nor you will be liable for breach of this contract nor for continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

12. Immigration

12.1 If you are resident outside of the UK, you will need to demonstrate at the point of registration that you have a valid immigration status that allows you to study on your proposed course. If you fail to demonstrate that you have a valid immigration status, the College will withdraw you from your course and you will not be entitled to a refund for any sums paid.

12.2 You are responsible for ensuring that you comply with all terms of your visa whilst studying at the College.

12.3 If the College discovers that you are in breach of your visa conditions then you may be withdrawn from the College.

12.4 If your visa is revoked for any reason, the College may terminate your enrolment on your course and terminate our contract with you and you will not be entitled to a refund of any deposit or course fees already paid.

13. Data protection

You can find out more about how the College handles your personal data and your rights in relation to data protection in the relevant [Data Protection Policy](#).

14. Intellectual property

14.1 You are entitled to the intellectual property rights in any assessments you submit on a sole basis. Where your submission is created collaboratively with others then the College shall retain the intellectual property rights.

14.2 The College shall have a non-exclusive, royalty-free, perpetual license to use material under 14.1 for teaching, research and any other academic purpose.

14.3 You shall not publish, post or commercially exploit any intellectual property that you have received or been granted access to during the course of your studies without the express permission of the College.

15. Liability

15.1 The College takes all reasonable care to ensure the safety and security of its students whilst on the College's campus. However, the College does not accept responsibility, and expressly excludes liability for damage to students' property or IP, other than through the negligence of the College, its staff or agents. You are advised to insure your property against theft and other risks.

15.2 The College does not accept responsibility and excludes liability for any loss or damage caused by contamination of software as a result of using the College's IT systems or websites.

16. Complaints

- 16.1 The College's commitment to equal opportunities aims to ensure that all applicants are treated solely on the basis of their merits, abilities and potential. However, the College recognises that there may be occasions when applicants feel they have cause for complaint. Any applicant who is dissatisfied with the application process should follow the procedures laid out in the [Admission Complaints Policy](#).
- 16.2 Both the College and YTEP have their own complaints policies. Generally speaking, the YTEP complaints policy addresses issues associated with Durham University Common Awards programmes. The St Hild complaints policy covers all other issues. Both policies have informal and formal options available to students to resolve complaints.

17. General

- 17.1 If any provision of the contract between you and the College is held to be void or unenforceable in whole or in part by any court or other competent authority, that contract shall continue to be valid as to the other provisions contained in it and/or the remainder of the affected provision.
- 17.2 The contract between you and the College shall be governed and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the courts of England and Wales.
- 17.3 The College's contract with its students does not confer third party benefits for the purposes of the Contract (Rights of Third Parties) Act 1999.

18. Cancellation rights

18.1 RIGHT TO CANCEL

You have a statutory right to cancel this contract without giving any reason. The cancellation period will expire 14 days from the start of term (Induction Day) in September.

To exercise your right to cancel, you must inform the College of your decision to cancel this contract by a clear statement (e.g. letter sent by post or email). This can be sent to enquiries@sthild.org.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

18.2 EFFECT OF CANCELLATION

If you cancel this contract as set out above, the College will reimburse any payments received by you. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel the contract.

The College will make the reimbursement using the same means of payment as you used for the initial transaction, unless expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

18.3 CANCELLATION AFTER THE STATUTORY CANCELLATION PERIOD

If you cancel the contract after the statutory cancellation period has expired, the College may not refund payments received from you. Depending on when you cancel the contract (in particular, whether it is before or after enrolment) you may be obliged to pay a proportion of your tuition fees as set out in section 4 above.