



## Terms and Conditions for Programmes of Study

### Scope

1. These terms and conditions apply to programmes of study<sup>1</sup> delivered by Spurgeon's College, including Spurgeon's College's Online programmes of study, commencing in the 2020-2021 academic year. The terms and conditions which will apply to students commencing courses in subsequent years may differ from those included in this agreement.
2. It is essential that students read these terms and conditions, and the documents mentioned within them, carefully before accepting and signing any offer made by the College.

### Definitions

3. The following terms and phrases shall have the following meanings in this document:
  - i. **Spurgeon's College** ("the College", "we", "our") – a higher education institution registered with the Office for Students (OfS), a company limited by guarantee and a registered charity.
  - ii. **Offer Letter** – the letter offering of a place at Spurgeon's College on a programme of study or research, setting out any conditions associated with the offer.
  - iii. **Acceptance Form** – the form provided to a student with their Offer Letter to be completed if the offer of a programme of study or research is being accepted.
  - iv. **Rules and Regulations** – these are available on our website and cover, among other things, payment of fees, attendance at classes, submission of work, student discipline, complaints procedures, and freedom of speech and equal opportunities policies. We update our rules and regulations on a regular basis.
  - v. **The Contract** – the written agreement between the College and a student is comprised of the Offer Letter, a completed Acceptance Form, the Rules and Regulations and the Terms and Conditions.

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<sup>1</sup> Programmes of study are constructed to enable students to progress through the credit levels and, on achievement of the learning outcomes and credit requirements associated with each stage of the programme, to qualify for a University award.

## Introduction

4. These terms and conditions apply to programmes of study delivered by Spurgeon's College, including the College's Online programmes of study, and a prospective student, newly registered student, continuing student or returning student changing course. In accepting the College's offer of a place on a programme, students accept these terms and conditions in full. The Contract outlines the expectations between the student and the College in relation to their studies at the College. Please also note that we update our rules and regulations on a regular basis, normally before the start of every academic year. We will tell students about any significant changes when they come into effect. Details of the College's policies and procedures may be found on the College website.
5. If students have any questions or concerns about these terms and conditions, contact the Admissions Department at [admissions@spurgeons.ac.uk](mailto:admissions@spurgeons.ac.uk) or by telephone (020 8653 0850).
6. The Contract, like all the College's policies and procedures, is kept under review. Minor adjustments or changes that are required by necessity<sup>2</sup> may be made by the College. In this event the College will notify such changes with the student(s) affected as reasonably practicable.
7. Some programmes of study may require students to agree to the terms and conditions of professional bodies. For example, counselling students need to adhere to the policies of CPCAB<sup>3</sup> and Baptist Union Students, need to be aware of the Baptist Union of Great Britain policies (BU MR Rules).<sup>4</sup> By agreeing to these terms and conditions, students also agree to abide by any relevant professional bodies' terms and conditions.
8. In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the Contract (including any professional bodies' terms and conditions if applicable), the terms and conditions set out in this document shall take precedence.

## Offers

9. It is a student responsibility to ensure that all of the information they provide to the College and/or the UK Home Office and/or the UK Foreign Office is true and accurate.
10. If it is discovered that any aspects of a student's application, or any other information they provide to us for the purpose of gaining admission to a programme of study at the College, contains incorrect or fraudulent information, or significant information<sup>5</sup> has been omitted from their application form, the College may withdraw or amend their offer, according to the circumstances.

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<sup>2</sup> For example, changes to a course may need to be made as a result of a commissioning or accrediting body requiring certain course content to be added or changed (such as requiring that a particular module is included on a course).

<sup>3</sup> <http://www.cpcab.co.uk/site/policies>

<sup>4</sup> [https://www.baptist.org.uk/Articles/482804/MRC\\_Rules\\_updated.aspx](https://www.baptist.org.uk/Articles/482804/MRC_Rules_updated.aspx)

<sup>5</sup> That is, information which, had it been provided, might have led to the student not being offered a place.

11. The offer the College makes to students will either be conditional or unconditional. If their offer is conditional, the College will set out the conditions which they will need to fulfil in order to be admitted onto their chosen programme. The timeframe in which these conditions need to be met will be outlined in the Offer Letter. In certain circumstances an offer may be conditional upon passing an English language test. The College's Policy Regarding English Language Requirements is set out in the Admissions Policy. This policy is available on the College's website.
12. If students have not fulfilled the conditions of their offer, before the date notified to them in the Offer Letter or any other date of which reasonable notice has been given, the College reserves the right to withdraw the offer or defer the student's application to the next year of entry.
13. Students will be required, at the request of the College, to provide satisfactory evidence of their qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to the College's satisfaction may result in the termination of their offer, the revocation of their registration as a student of the College and termination of the Contract.
14. Applicants for counselling and ministerial courses where placements<sup>6</sup> involve regulated activity with children and/or vulnerable adults must declare all criminal convictions, including spent convictions and cautions and bind-over orders. Applicants for the ministerial courses will also be required to complete a criminal records check with the Disclosure and Barring Service (DBS) and/or a similar police check in their home country; the College will check that this process has been completed. Applicants for counselling placements are required to be DBS checked by their placement. The Baptist Union provides information on DBS checks on its website.<sup>7</sup> The Government also provides information on DBS checks on its website.<sup>8</sup>
15. If students have a disability or may otherwise require additional support they are strongly encouraged to disclose this to the College on application or any time during the admission process. This will assist the College's Disability Officer to provide them with all appropriate support in connection with the application process and subsequent study. Further information is available on the College's website.
16. Students are strongly encouraged to make the College aware of any medical conditions that may affect their health by completing the physical disabilities form.<sup>9</sup>

## Immigration

17. If students are subject to immigration laws, they must declare and demonstrate that they have valid immigration status before they enrol on their course.

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<sup>6</sup> Details of what a placement involves are contained in the course information booklet, available on the College website.

<sup>7</sup> [https://www.baptist.org.uk/Groups/267225/DBS\\_Checks.aspx](https://www.baptist.org.uk/Groups/267225/DBS_Checks.aspx)

<sup>8</sup> <https://www.gov.uk/request-copy-criminal-record>

<sup>9</sup> Information available from the Admissions Registrar.

18. Students must take responsibility for ensuring that they comply with the terms of their student visa whilst studying at the College. Should students wish to take up paid employment, on a part-time basis, they should ensure that such work does not exceed that allowed by law. Please note that if students choose to withdraw from their studies, if their registration is withdrawn by the College or if they are granted permission to interrupt their studies, this will affect the validity of their visa and their ability to enter and/or remain in the United Kingdom.
19. Their visa will be revoked if their registration is withdrawn for any reason. In such circumstances students may not be entitled to a refund of any programme fees already paid.
20. If students do not comply with the terms of their visa or Contract, the College is obliged to notify UKVI.

### **Enrolment**

21. To accept an offer, students must enrol at the commencement of their studies by completing and returning the Acceptance Form and pay the deposit by the date given on the form.
22. Enrolment is the administrative act having the effect that a person becomes a student of the College. It occurs on the completion of five matters:
  - i. paying any registration fee;<sup>10</sup>
  - ii. completing the College's Enrolment Form;
  - iii. uploading a recent photograph in order for a student badge to be created;
  - iv. completion of the IT questionnaire;<sup>11</sup>
  - v. completion of the accommodation form, if applicable.<sup>12</sup>
23. Failure to enrol by the date on the Enrolment Form will be deemed to be non-enrolment resulting in termination of the Contract. The College will withdraw students from the programme of study. They will receive a transcript of the units they have completed and may be awarded an exit qualification.

### **Deposits**

24. To secure a place on a programme of study, students are required to pay a deposit, the amount of which will be outlined in the Offer Letter. If students do not pay the deposit monies in accordance with the payment terms stipulated in the Offer Letter, their application may be withdrawn without further notice. It is, therefore, essential that students have funding for their deposit in place before applying to the College.
25. Any deposit paid will be offset against the balance of tuition fees owed to the College.

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<sup>10</sup> The registration fee is paid to the University of Manchester for registration.

<sup>11</sup> The IT form will assist the College in determining the level of IT support a student may require.

<sup>12</sup> The accommodation form is for students who may have accommodation requirements.

26. Further information regarding deposits may be found in the College's Tuition Fees Policy which includes a section on Deposits. This is available on the College's website.

### **Tuition Fees**

27. Details of the College's Tuition Fees policy can be found on our website.<sup>13</sup>

### **Other Charges**

28. In addition, students may incur additional expenditure on items such as (but not limited to):
- International students application fees; resubmission fees, accommodation charges; late application fees; library fines; annual continuation fees<sup>14</sup>
  - Advanced Prior Learning transfer (APL); alternative placements<sup>15</sup>
  - Books; lunch; small charges may be made for such items as course materials, equipment or room hire; photocopying and laser printing.<sup>16</sup>
29. The student will have primary responsibility for payment.
30. The College may pursue legal proceedings against a student if they are in debt to the College or may disclose information about them to credit reference agencies or other credit assessment, debt tracing or fraud prevention organisations where to do so would be consistent with its legislative obligations relating to their personal data. In addition, if a student is in debt to the College (whether for tuition or other fees) they may be recorded as a debtor of the College in any references requested from the College.

### **Cancellation Rights**

31. A student has a right to cancel the Contract at any time within 14 days from the date the Contract is formed. The deposit, if applicable, is non-refundable.
32. For the purposes of cancellation under Clause 31 students must give the College notice by completing the cancellation form by downloading it from the College's Moodle Platform.
33. Cancellation after commencement of a student's programme may result in loss of whole or part of their fees in accordance with the terms of the College's Tuition Fees Policy.

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<sup>13</sup> See

[http://www.spurgeons.ac.uk/uploads/Policies%202018/Tuition%20Fees%20Policy%20\(Dec%202018\).pdf](http://www.spurgeons.ac.uk/uploads/Policies%202018/Tuition%20Fees%20Policy%20(Dec%202018).pdf)

<sup>14</sup> Information available from the Finance Department

<sup>15</sup> Information available from the Admissions Registrar.

<sup>16</sup> Information available from Reception.

## Changes to a Programme

34. The College reserves the right to:
- a. make variations to the contents of programmes of study or to the member of faculty delivering the course;
  - b. alter the approach to methods of delivery of programmes of study such as the timetable, location, number of classes and methods and timings of assessments;
  - c. discontinue programmes of study and merge or combine programmes of study;

due to events outside the College's reasonable control or if the College considers that such action is reasonably necessary in order to appropriately manage its resources, pursue its policy of continuous improvement, comply with changes in law or with the instructions of the College's regulators or a professional body.

35. Where the changes referred to in paragraph 34 are not significant (that is, where they lead to changes to individual elements of a programme but do not lead to a substantive change in the overall content or method of delivery of a programme), the College will communicate the changes through routine publications on Moodle (for example, in the Degree Regulations and Programmes of study Specification). If a student would like to study a particular unit as part of their programme of study, they should consult with the Academic Director or Director of Ministerial Formation and Training in advance of accepting their offer to confirm whether the course (module) will be available to them.
36. In the unlikely event that the College: i) discontinues or does not provide a programme of study; ii) significantly changes the content of a programme, member of faculty delivering the course, method of delivery or method of assessment of a programme such that the overall learning aims and outcomes of a programme are fundamentally different; or iii) significantly changes the location at which a programme is taught, and any such change may adversely affect the student, the College will:
- a. notify them at the earliest possible opportunity;
  - b. seek to offer them a suitable replacement programme at the College, if they request the College to do so and for which they are qualified, or will seek to refer them to a comparable higher education institution offering a suitable replacement programme;
  - c. facilitate their withdrawal of application, if they do not wish to accept the College's replacement programme or is unable to offer a replacement programme. Notification of intention to withdraw their application should be made in writing to the College;
  - d. make an appropriate refund of tuition fees and deposits paid in the event that they choose to withdraw and the College cannot offer a suitable replacement programme.

## Education Provision

37. The College shall make every effort to:
  - a. deliver a programme of study with reasonable care and skill and as far as possible, in accordance with the description applied to it on the website and in the prospectus;
  - b. clearly explain the academic requirements of a programme to the student.
38. Students must make every effort to fulfil all the academic requirements of their programme of study. This includes: the submission of course work and other assignments on time; attendance at examinations and other required events; attending lectures on time; and conducting themselves in accordance with the relevant policies, rules and regulations of the College.
39. If students do not act in accordance with this Contract, or any of the documents referred to in it, the College may take disciplinary action against them under its Code of Conduct outlined in the Student Handbook, which is available on the College website.

## Grievance and Complaints Procedure for the Student Body

40. Spurgeon's College Grievance and Complaints for the Student Body policy<sup>17</sup> is compliant with the principles of 'The Good Practice Framework: handling student complaints and academic appeals' Office of the Independent Adjudicator's (OIA).<sup>18</sup> In particular, the College is eager to reinforce the principles of accessibility, clarity, proportionality, timeliness, fairness, independence, confidentiality and improving the student experience in its handling of student complaints.

## Liability

41. Whilst the College takes reasonable care to ensure the safety and security of its students whilst on the College's campus and/or whilst using the College's services, the College cannot accept responsibility, and expressly excludes liability, for loss or damage to a student's personal property (including computer equipment and software). Students are advised to insure their property against theft and other risks.
42. The College shall not be held responsible for any injury to a student (financial or otherwise), or for any damage to their property, caused by another student, or by any person who is not an employee or authorised representative of the College.
43. The College shall not be liable for failure to perform any obligations under the Contract if such failure is caused by any act or event beyond the College's reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving the College's employees), fire, flood, storm and

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<sup>17</sup> Details are contained in the College's *Grievance and Complaints for the Student Body Policy*, which is available on the College's website.

<sup>18</sup> <https://www.oiahe.org.uk/media/96361/oia-good-practice-framework.pdf>

national emergencies ("Force Majeure Event"). If the College is the subject of a Force Majeure Event, it will take all reasonable steps to minimise the disruption to students' studies.

### **Withdrawal**

44. The College reserves the right to exclude students from the College if they wilfully and persistently neglect their academic work to such an extent that there is no reasonable possibility of their being able to proceed to the next stage of their programme. They should also note, as set out in paragraph 23 that non-Enrolment will result in termination of the Contract and that progression on their programme and their final award are not guaranteed and are dependent upon their academic performance.
45. The College also reserves the right to exclude students from the College for disciplinary offences,<sup>19</sup> for non-Enrolment,<sup>20</sup> for non-payment of tuition fee debt,<sup>21</sup> or for inadequate attendance<sup>22</sup> or performance on their programme.<sup>23</sup>

### **Data Protection**

46. The College holds information about all applicants to the College and all students at the College.
47. Students should refer to the College's data protection and privacy policies for more information, which are available on the College website.

### **General**

48. The terms of the Contract shall only be enforceable by the student and the College.
49. The Contract constitutes the entire agreement between the student and the College in relation to its subject matter.
50. No failure or delay by the College or the student to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
51. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

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<sup>19</sup> Details are contained in the College's *Student Handbook*, which is available on the College's website.

<sup>20</sup> Details are contained in the College's *Admissions Policy*, which is available on the College's website.

<sup>21</sup> Details are contained in the College's *Tuition Fees Policy*, which is available on the College's website.

<sup>22</sup> Details are contained in the College's *Attendance Policy*, which is available on the College's website.

<sup>23</sup> The progression of a student on their programme of study is determined by the Exam Board.



<b>Document control box</b>			
Title	Terms and Conditions for Programmes of Study		
Date approved	February 2020	Implementation date	
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Quality Code consulted			
Member of staff responsible	Director of Admissions		