



Terms and Conditions for Programmes of Study

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Amendment History

Revision Summary	Date Approved	Author

Irish Baptist College

Terms and Conditions for Programmes of Study

Scope

1. These terms and conditions apply to programmes of study delivered by the Irish Baptist College. 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:
 - a) Irish Baptist College (“the College”, “we”, “our”) – a higher education institution registered with the Department of the Economy (NI) (DfE). The College is the Training Department of the Association of Baptist Churches in Ireland (a registered charity).
 - b) Offer Letter – the letter offering a place at the College on a programme of study, setting out any conditions associated with the offer.
 - c) Acceptance Form – the form provided to a student with their Offer Letter to be completed if the offer of a programme of study is being accepted.
 - d) Rules and Regulations – the rules and regulations available in our Student Handbook are updated on a regular basis and cover, among other things, payment of fees, attendance at classes, submission of work, student discipline, complaints procedures and equal opportunities policies.
 - e) The Contract – the written agreement between the College and a student which is comprised of the Offer Letter, a completed Acceptance Form, the Rules and Regulations and the Terms and Conditions.

Introduction

4. These terms and conditions apply to programmes of study delivered by the Irish Baptist College, 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. Students will be informed 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 College Registrar at registrar@thebaptistcentre.org or by telephone (028 92619267).
6. The Contract, like all the College's policies and procedures, is kept under review. Minor adjustments or changes that are required by necessity may be made by the College. In this event the College will notify such changes to the student(s) affected as soon as reasonably practicable.

Offers

7. It is a student's responsibility to ensure that all of the information they provide to the College and/or the UK Home Office is true and accurate.
8. 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 has been omitted from their application form, the College may withdraw or amend their offer, according to the circumstances.
9. 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 the student 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.
10. 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.
11. 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 withdrawal of their offer, the revocation of their registration as a student of the College and termination of the Contract.
12. Applicants for courses where placements involve regulated activity with children and/or vulnerable adults must declare all criminal convictions, including spent convictions and cautions. Applicants will also be required to complete an AccessNI check.
13. If students have a disability or may otherwise require additional support they are strongly encouraged to disclose this to the College on application or at any time during the admission process. This will assist the College 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.

14. Students are strongly encouraged to make the College aware of any medical conditions that may affect their health. This is normally communicated by completing the required medical form.

Immigration

15. If students are subject to immigration laws, they must declare and demonstrate that they have valid immigration status before they enrol on their course.
16. Students must take responsibility for ensuring that they comply with the terms of their student visa whilst studying at the College. Where their visa allows, students who wish to take up paid employment, on a part-time basis, should consult the College and ensure that such work does not exceed that allowed by law.
17. 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 UK.
18. If a student's registration is withdrawn for any reason, their visa will be revoked. In such circumstances students may not be entitled to a refund of any programme fees already paid.
19. If students do not comply with the terms of their visa or Contract, the College is obliged to notify UKVI.

Enrolment

20. To accept an offer, students must enrol at the commencement of their studies by completing and returning the Acceptance Form.
21. Enrolment is the administrative act by which a person becomes a student of the College. It occurs on the completion of three steps:
 - a) paying any registration fee;
 - b) providing a recent photograph;
 - c) completion of the Accommodation Contract and Agreement, if applicable.
22. Failure to enrol by the beginning of term will be deemed to be non-enrolment, which normally results in termination of the Contract. They will receive a transcript of the modules they have completed and may be awarded an exit qualification.

Tuition Fees

23. Details of the College's Tuition Fees policy can be found on our website.

Other Charges

24. In addition, students may incur additional expenditure on items such as (but not limited to):
 - a) Resubmission fees; accommodation charges;
 - b) Advanced Prior Learning Transfer (APL);
 - c) Books; small charges may be made for such items as course materials & photocopying.¹
25. The student will have primary responsibility for payment.
26. 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

27. A student has a right to cancel the Contract at any time within 14 days from the date the Contract is formed.
28. For the purposes of cancellation under Clause 27 students must give the College notice in writing.
29. 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 Clause 22.

Changes to a Programme

30. The College reserves the right to:
 - a) make variations to the contents of programmes of study or to the lecturer 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.

¹ More information available from the Registrar and in the Student Handbook.

31. Where the changes referred to in paragraph 30 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 to students by email.
32. 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, lecturer 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 paid in the event that they choose to withdraw and the College cannot offer a suitable replacement programme.

Education Provision

33. 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.
34. 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.
35. 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.

Grievance and Complaints Procedure for the Student Body

36. The College Student Complaints Procedure is compliant with the relevant Northern Ireland Public Services Ombudsman (NIPSO) principles.² 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

37. While the College takes reasonable care to ensure the safety and security of its students while on the College's campus and/or while 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.

38. 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.

39. 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 national emergencies.

Withdrawal

40. 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 22, 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.

41. The College also reserves the right to exclude students from the College for disciplinary offences,³ for non-enrolment,⁴ for non-payment of tuition fee debt,⁵ or for inadequate attendance⁶ or performance on their programme.⁷

² Details are contained in the College's *Student Complaint Procedure*, which is available on the College's website. Also see, <https://nipso.org.uk/nipso/for-organisations/information-and-guidance/n15-higher-education/>.

³ Details are contained in the College's *Student Handbook*.

⁴ Details are contained in the College's *Admissions Policy*, which is available on the College website.

⁵ Details are contained in the College's *Tuition Fees Policy*, which is available on the College website.

⁶ Details are contained in the College's *Attendance Policy*, which is available on the College website.

⁷ The progression of a student on their programme of study is determined by the Progression and Awards Board.

Data Protection

42. The College holds information about all applicants to the College and all students at the College.
43. Students should refer to the College's Data Protection policy for more information, which is available on the College website.

General

44. The terms of the Contract shall only be enforceable by the student and the College.
45. The Contract constitutes the entire agreement between the student and the College in relation to its subject matter.
46. 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.
47. 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.