

# Union

## Union School of Theology Student Contract Agreement

Approved by Union School of Theology (UST) Academic Board 17-01-2018

Reviewed October 2019

Updates to S12 approved December 2021

Due for review October 2022

Reviewed and approved by AB 23<sup>rd</sup> May 2023

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### **INTRODUCTION**

For students to get the best out of their time at the Union School of Theology, we must recognise that we owe obligations to each other. Our obligations require us to deliver and support your individual programme of study, and we want your experience with us to be positive and enriching. At the same time, we have to balance the interests and entitlements of many other students and our obligations as a charity to manage finite resources efficiently. Your obligations include pursuing your studies diligently, treating fellow students and staff with respect and abiding by the School's policies and procedures. The purpose of this document is to set out clearly and in detail what your and our obligations are. When you accept the offer of a place at the Union School of Theology, confirmed by signing the registration form relevant to your programme of study. A legal contract will come into existence between you and the School. The terms and conditions of the contract are as set out below and your acceptance of a place is expressly subject to them. If you wish to withdraw you will need to complete the cancellation form (See Appendix 1)

### **1. STATUS AND LEGAL EFFECT OF THESE CONDITIONS**

1.1 These conditions are the standard enrolment conditions for undergraduate, postgraduate and all other students of the Union School of Theology ('the School'). Together with the other documents to which they refer, these conditions form the contract between the School and you, the student, with regard to your programme of study or programme of research at the School ('the Programme').

1.2 No contract will exist until you accept an offer of a place at the School by selecting the 'Accept Offer' response in the application management portal. You will then have 14 days, from the date you accept the offer, to withdraw your acceptance.

1.3 It is a condition of entry to the Programme that you must accept the offer, including all of the Terms and Conditions, as requested by the School.

1.4 Breach of any of these conditions may give rise to action being taken against you under the Disciplinary Procedures of the School, and/or termination of this Agreement.

## **2. PROGRAMME DELIVERY AND CHANGES**

2.1 The School agrees, subject to these conditions, to deliver the Programme with reasonable care and skill and to make available to you learning support facilities and other services as it considers appropriate.

2.2 UST reserves the right to make alterations to the contents or methods of delivery of programmes or assessment but only if such action is absolutely necessary for one or more of the following reasons: compliance with the validating university or regulatory bodies; in response to external examiner or stakeholder feedback; as part of periodic or annual review measures; in response to technological developments. When this occurs, UST will inform students as soon as feasible, and request feedback from and engage in dialogue with students to ensure that the changes are not disruptive to the student experience.

2.3 The School will not be liable for any failure or delay in performing its obligations if the failure or delay is due to any cause beyond the School's reasonable control, which includes (without limitation), any governmental action, any act or omission of third parties which wholly or partly provide or fund the Programme, political unrest, fire, flood, war, strike or other labour dispute, staff illness, public health concern, extreme weather conditions, natural disaster or act of God.

2.4 The School shall be entitled to end this Agreement immediately by notice in writing to you in the following circumstances:

2.4.1 If after the acceptance of an offer by you there is a change in your circumstances or if the School becomes aware of information relating to you not previously known to it (including, but not limited to, information about criminal convictions or activity, subject to the Rehabilitation of Offenders Act 1974) which in the reasonable opinion of the School makes it inappropriate for you to study on the Programme; or

2.4.2 if, in the reasonable opinion of the School, you have not provided the School with all relevant information or you have supplied information which is not complete, authentic and accurate in all material respects.

## **3. YOUR OBLIGATIONS**

You agree to comply with your obligations under these conditions and the following:

- 3.1 that you have obtained all the information you need to make an informed choice of Programme and the School site at which it will be delivered and that you will have undertaken any preliminary reading or other academic preparation requested of you by the start of the Programme;
- 3.2 to study diligently, and to attend fully and promptly and participate appropriately at lectures, courses, classes, seminars, tutorials, placements and other activities which form part of the Programme as required (subject to absence authorised in accordance with procedures applicable to the Programme), in respect of which you agree to undertake all additional study and other activities which may be necessary to catch up on missed work, and to attend all other expected UST activities as set out in the [UST Attendance Policy](#);
- 3.3 to fulfil all the academic requirements of the Programme on time and in accordance with conditions imposed by the School, including submitting course work and other assignments, attending examinations and refraining from committing plagiarism or other academic misconduct;
- 3.4 to prepare adequately for any activity which you are required to undertake outside the School, at all times conducting yourself with due respect for staff, other students and the public and in an appropriate manner;
- 3.5 as those who are in preparation for vocational Christian ministry, students are expected to maintain their connections with a local church, and if they are resident on campus with a nearby church during term time. Advice on local churches can be obtained from the Pastoral Dean.
- 3.6 to pay all fees and other moneys due, by the dates specified by the School, unless previously agreed otherwise by the appropriate School authorities;
- 3.7 to provide the School with a contact name and details which you are willing to permit the School to use at its discretion and without further reference to you in a situation which the School reasonably regards as an emergency;
- 3.8 to comply with any legal or professional standards and requirements which are applicable to you or the Programme; including the self-declaration of any cautions and/or convictions and any other reasons or circumstances that might prevent you from, or have a bearing upon your ability to work with the vulnerable and to inform the School immediately should any of the aforementioned change; any requirement to provide a satisfactory Disclosure and Barring Service (DBS) Enhanced Disclosure Certificate obtained through the School, subscribe for membership of the DBS Update Service or monitoring scheme (or any regulatory replacement or modification thereof) and any requirement to be provisionally registered with the appropriate Professional, Regulatory or Statutory body from time to time as applicable;
- 3.9 to comply with any Home Office requirements and visa restrictions in relation to the terms of your immigration status, leave to remain in the United Kingdom and sponsorship by the School (Visa Status) including, but not restricted to, attendance at all School expected contacts, restrictions on the number of hours you may work, the requirement to register with the police as necessary, to provide on an annual basis, or at any other time required by the School, copies of your passport, visa and other associated documents including up-to-date contact details and to inform both the School and Home Office should there be any changes in your circumstances that may have an impact upon your Visa Status and make arrangements to leave the United Kingdom as necessary;
- 3.10 to give explicit consent for the School to check, verify or communicate with or to any government department, agency or similar body, or an employer or other sponsor, any personal data that you have provided at any time during and in support of your application for admission to, and continued studies with the School;
- 3.11 at all times whilst you are a student of the School to act in accordance with any reasonable instructions or requirements issued to you from time to time by or on behalf of the School, to co-operate with members of staff and to behave appropriately, responsibly and with respect for, and not to harass any person, or discriminate on the grounds of age, disability, gender reassignment, marriage

or civil partnership, pregnancy or maternity, religion or belief, race, sex or sexual orientation, to refrain from engaging in misconduct (as defined from time to time by the Student Code of Conduct) and to refrain from causing damage to property;

3.12 not to make gifts to staff (if you particularly want to express appreciation to staff, consider writing them a card or a letter of thanks instead);

3.13 to notify the School if any of the information which you have submitted to the School changes;

3.14 to abide by any special conditions set out in the Programme Handbook or Programme Specification, or similar document issued by the School or placed on the Union Cloud (VLE) in respect of the Programme, or as otherwise notified to you by the School; including the requirement to confirm on an annual basis that you have not received any cautions and/or convictions and that there are no other reasons or circumstances that might prevent you from, or have a bearing upon your ability to work with the vulnerable.

3.15 UST students each receive a username and password to access UST's VLE system, the Union Cloud. Resources and vital information for programmes are provided on the Cloud, as well as messages to give new information, updates and reminders. This is an important means of communicating, especially for students who study at a distance. The UST email address is the primary means of communication with current students with important information and updates from UST. It is the responsibility of every student to check their UST emails at least once during each working day and the General Information pages on the Cloud on a weekly basis during term-time, to check for programme information. Failure to access the Cloud and UST student email will not be accepted as an excuse for not meeting deadlines or any other requirements of the programme which have been explained via the Cloud.

## **4. FEES AND PAYMENT**

### **4.1 FEES**

Programme fees cover the cost of tuition, accreditation (where applicable) and charges for the use of the School's facilities, both on campus and online. The programme fees do not include charges for any residential accommodation, examination fees (for examinations not taken on campus) or re-assessment fees, travelling expenses, library fees, field trip costs, meal costs or other course costs. Where relevant these will be the subject of a separate agreement between you and the School. Programme fees are shown on the Union website:

<https://www.ust.ac.uk/students/fees-funding>. They apply to the current academic year only. To reflect ongoing cost changes, it might be necessary for the School to increase fees at the start of each subsequent year of your programme. Any annual increases will be at or below the level of the prevailing RPI rate of inflation.

### **4.2 PAYMENT OF FEES**

Full time BA fees are normally payable for three years.

Part time BA fees are normally payable for six years.

Part time GDip fees are normally payable for two years.

Full time MTh fees are normally payable for one year.

Part time MTh fees (campus and learning community) are normally payable for 2 years.

Non-accredited module fees are payable annually according to their credit value and the number taken in the academic year.

Each year, at the start of your programme, you will be invoiced for your programme fees. You must ensure that you pay your annual fees on enrolment, unless an alternative arrangement has been agreed with the School. Such alternative arrangements include payment by instalments. Payment by instalments will normally be either four equal monthly instalments by standing order, starting

immediately after enrolment, or three equal instalments throughout the academic year, usually in September, January and April.

You will pay any surcharge applied by the School in the event that you pay any instalment after the due date.

If you encounter difficulties in paying your fees, please contact the Finance Officer: [finance@ust.ac.uk](mailto:finance@ust.ac.uk) as soon as possible. We will be as flexible as we can in the light of your circumstances, and we will discuss a payment plan with you individually.

Where you are being sponsored by another party (e.g. a church, trust, family or friend), it remains your responsibility to ensure that arrangements are in place for such payments in accordance with any agreed payment arrangements. Should any such expected funding fail to materialise for any reason, you remain responsible for the payment of all fees.

Where you are funded by Student Finance, you are responsible for the payment of any shortfall between the School's fees and the amount of any loans and grants, or if you become ineligible for Student Finance for any reason.

#### **4.3 WITHDRAWAL AND CHANGES**

In the event that you withdraw from the programme after the start of the academic year, you will normally be liable for the full amount of your fees for the remainder of the semester in which you notify UST of your intention to withdraw. Specific terms and conditions apply if you withdraw from or change individual modules and you should consider carefully the financial implications before making any such changes. The terms and conditions for each programme can be found in the Student Handbook.

## **5. FAILURE TO PAY FEES**

If fees remain unpaid 28 days after they were due, the School shall be entitled to take measures to recover the debt, and/or to exclude you from the School, withhold you from any award or qualification, suspend further performance of its obligations under this Agreement, or refuse to allow you to proceed to any further stage of the programme, until all outstanding amounts have been paid or arrangements for payment have been established which the School considers satisfactory.

## **6. SCHOOL RULES, REGULATIONS AND REQUIREMENTS**

6.1 You must comply with the following policies, codes, rules, regulations and requirements of the School:-

6.1.1 The School [Code of Conduct](#), documentation and policies relating to financial obligations, and all the policies of the School set out on the Union School of Theology website [www.ust.ac.uk](http://www.ust.ac.uk) and Union Cloud VLE. These are amended from time to time by the School, so please check regularly for any updates.

6.1.2 The School's regulations on [acceptable use of computers, information technology](#) and [data protection](#);

6.1.3 The School's recording policy. Students needing to make recordings as part of their Learning Support needs should discuss this with the UST Academic Registrar, as part of their learning support needs (see [UST Learning Support Policy](#)). Any student wishing to record lectures and seminars should notify the Welfare Officer at the beginning of each semester. No student should record a lecture or seminar without the required permissions.

Full details of the recording policy and procedure are available on <https://www.ust.ac.uk/admissions/procedures>

6.1.4 All policies, codes, rules, regulations and requirements of any other relevant organisation or institution, if required as part of the Programme, as such policies, codes, rules, regulations and requirements are amended from time to time.

6.2 Your studies with the School may be terminated as a result of disciplinary action taken against you in accordance with the Disciplinary procedures of the School, revocation of your sponsorship as an international student or if you break any of these conditions and the breach is serious. In those cases, this Agreement shall end automatically and your registration as a student may be cancelled without the need for any notice, unless the School agrees otherwise in writing. See UST [Termination of Studies Policy](#).

6.3 If you are expelled or dismissed from any institution or organisation other than the School which you are required to attend or be a member of as part of the Programme, the School shall be entitled to end this Agreement immediately by written notice to you.

## **7. INTELLECTUAL PROPERTY RIGHTS (IPR)**

7.1 You will be entitled to the IPR in theses, dissertations, exercises and answers to tests, assignment tasks and examinations produced solely and exclusively by you as part of your coursework or research except where:

7.1.1 a person other than the School wholly or partly owns or is entitled to the IPR;

7.1.2 you are working in collaboration with others in a manner that gives rise to joint creation of IPR, or interdependent IPR, when you may be required to assign IPR to the School or place the results in the public domain without restriction;

7.1.3 you are also a member of staff of the School, in which case the School will be entitled to the IPR in the absence of specific agreement to the contrary; or

7.1.4 the IPR resides in databases, computer software, firmware, courseware and related material if they may reasonably be considered to possess commercial potential.

7.2 The School shall have a non-exclusive, royalty-free, perpetual licence to use material which falls within Condition 7.1 for teaching, research and other academic purposes.

7.3 The School is the proprietor of the registered trade mark of its name, logo and has goodwill and reputation to protect. You accordingly agree not to publish, post or commercially exploit in any form or medium any matter in which you are entitled to the IPR under Condition 7.1 in any form which mentions the name or logo of the School or any member of staff without our prior consent to the form and context.

## **8. SCHOOL'S LIABILITY FOR DAMAGE**

8.1 The School does not accept responsibility, and expressly excludes liability, for the following, in respect of which you are advised to arrange appropriate insurance cover:

8.1.1 any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the School, unless caused by the negligence of the School or its employees;

8.1.2 any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by the School to you, including (but without limiting the general nature of this condition) any contamination of software or loss of files as a result of using the School equipment or software.

8.2 Nothing in these conditions operates to exclude the School's liability for death or personal injury caused by the School's negligence, or for fraudulent misrepresentation.

## 9. REQUIREMENTS ON TERMINATION OF THIS AGREEMENT

9.1 If at any time the School terminates this Agreement as a result of its rights under these conditions or generally or if this agreement terminates automatically:

9.1.1 The School shall be entitled to refuse to enrol you on the Programme, if at the date of termination you have not already registered;

9.1.2 The School shall be entitled to require you to stop studying on the Programme, and to leave the School immediately, if at the date of termination you have already registered;

9.1.3 Any action taken by the School under Conditions 10.1 or 10.2 will not restrict the ability of the School to take any other action against you to which it may be entitled;

9.1.4 The School will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the School to terminate this Agreement or disciplinary action by the School (provided the action by the School is taken properly in accordance with these conditions or the School's procedures).

9.2 For full details of the circumstances under which a student's studies at UST can be termination see the UST ['Termination Policy'](#)

## 10. RIGHT TO CANCEL

10.1 You have the right to cancel this contract within fourteen days without giving any reason. This cancellation period will expire after fourteen days from the conclusion of the contract. To exercise this right to cancel you must inform the School in a clear statement (i.e. by letter or email) of your decision to cancel this contract. 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.

10.2 If you cancel this contract, the School will reimburse to you all payments received from you not later than 14 days after the day on which the School is informed of your decision to cancel. The School will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

## 11. GENERAL

11.1 If any provision of these terms and conditions is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.

11.2 Any notice or other communication made under this Agreement shall be in writing and normally addressed to your email account.

11.3 If you breach this Agreement and the School chooses not to exercise any right which it may have against you, that shall not prevent the School from taking action against you in the future in respect of that breach or any further breaches by you.

11.4 This contract does not confer any rights or benefits on third parties (including a student's parents) under the Contracts (Rights of Third Parties) Act 1999.

11.5 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales. The School may take proceedings in any other court of competent jurisdiction, and the taking of proceedings in any one or more jurisdictions by the School shall not preclude it taking proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

11.6 The address of the Union School of Theology is Bryntirion House, Bridgend CF31 4DX, telephone number +44 (0)1656 645411.

## 12. DATA PROTECTION

12.1 The School may use and process personal data or information regarding you whilst you are a student of the School and after you have left the School. The ways this data is stored and used are set out in the [UST Data Protection Policy](#).

You are also required to sign the Consent to the use of personal data which forms part of that policy.

12.2 In some circumstances, the School uses data in the form of photographs of classroom situations, including students in a classroom setting, as part of general marketing materials, for example in the School's annual report, prospectus or course materials. Permission for the use of photographs for marketing purposes is sought in the application process.

Version	Author	Review Date	Reason for change	Equality Impact Assessment check (and comment)	AB Approval date *
1.1	Iain McGee	March 2023	Updates on programme changes in section 2.2. to be consistent with the admissions policy.  11.2 changed to email account, rather than postal address.  12.2 Clarification that use of photo permission is given in the application	Checked	23 <sup>rd</sup> May 2023



## APPENDIX 1 CANCELLATION FORM

(Prospective students have a 14-day right to cancel their acceptance of an offer of a place on a course at Union School of Theology)

To the Union School of Theology, Bryntirion House, Bridgend, CF31 4DX

I hereby give notice that I cancel my agreement with UST for the following service:

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Name of student : -----

Address of student : -----

Signature of student : -----

Date : -----