WTC Student-College Contract

1. Background and Scope

1.1. WTC's terms and conditions (T&C) and the policies, procedures and codes of conduct referred to in this Contract, together with the offer of a place to you, and the information on the WTC website, form the Contract between the college and you for the WTC programme of study on which you have been offered a place.

1.2. The terms of this Contract shall only be enforceable by the student and WTC, and constitute the entire agreement between you and WTC in relation to its subject matter.

1.3. It is important that students read the terms of this Contract, and the documents referred to in it carefully, before accepting and confirming, by payment of a non-refundable deposit, any offer made to study by WTC. We will ask you to acknowledge that you have read and agree to these T&C on the student portal (MyWTC) as part of the enrolment process in the first year of your programme of study.

1.4. This Contract applies to validated programmes of study delivered by WTC for new, continuing and returning students. In accepting and confirming your place to study with WTC you are accepting these T&C in full for the duration of your studies. In the event of any review and update to these T&C, WTC will inform continuing and prospective students of these changes.

1.5. In the event of any conflict between a provision in this Contract and other documents forming part of the Contract, the T&C in this Contract will take precedence.

1.6. These T&C comply with the Competition and Markets Authority (CMA) guidance on consumer law as applied to higher education.[1] If you have queries or concerns about these T&C, please contact the Dean of Studies (freddy.hedley@wtctheology.org.uk) or the Chief Operating Officer (coo@wtctheology.org.uk).

1.7. The Contract is valid from the time you confirm your place to study on a programme with WTC by payment of the deposit, until you graduate or withdraw, or your registration period ends.

1.8. When the Contract ends, access to services and systems provided by WTC for your studies (e.g. learning resources, WTC email, Moodle etc) will normally end within six months.

1.9. The Student Contract is published on WTC's website and is available to enrolled students on the student portal, MyWTC.

[1] WTC responsibilities are detailed in the Competition and Markets Authority (CMA) guidance: https://assets.publishing.service.gov.uk/media/64771faeb32b9e0012a95f30/Consumer_law_advice_for_higher_education_providers_.pdf

1.10. By accepting the offer to study with WTC, you are agreeing to comply with, and be bound by, all the T&C in this Contract and by the policies listed below, which you will find on the website and MyWTC:

- Admissions Policy & Procedure
- Academic Quality Assurance Policy
- Academic Conduct Policy
- Fee Information and Facts About Fees
- Safeguarding Code of Conduct
- Student Code of Conduct
- Student Complaints Policy
- Student Support Provision

These may be amended and updated from time to time. All current versions of the policies are available on the website and, for enrolled students, on the student portal.

1.11. In turn, WTC commits to abide by all relevant policies governing admission, student support, teaching and learning and by the Student Protection Plan.

1.12. WTC students study in their home locations with the exception of the two intensive Residential teaching weeks. Our expectations of WTC students' behaviour is set out in the Student Code of Conduct.

2. Programmes of Study

2.1. The most up-to-date information about WTC programmes of study is on the relevant section of the website. Printed material published by WTC is up-to-date at the time of publication.

2.2. WTC will make every effort to explain the academic requirements of programmes to applicants and students clearly. Please contact the Dean of Studies for programme-related queries.

3. Applications[2]

3.1. It is your responsibility to ensure that all information provided to WTC on the application and throughout your period of studies is true and accurate.

3.2. WTC's offer to study is conditional on you having provided true and accurate information in your application. If it is discovered that there are material inaccuracies, fraudulent information, significant information has been left off the application, or that your suitability to study has materially changed, WTC may withdraw or amend your offer or terminate your registration with the college depending on the circumstances, without liability to you.

3.3. An offer to study with WTC is usually made for the subsequent academic year starting in September.[3] If you decide not to take up the place that year, you may defer the offer of that place for one year. If you wish to defer for longer than one year, you will be required to submit a new application.

3.4. Applicants and students who have a disability or have conditions which may affect their health and/or which could require reasonable adjustments are requested to disclose

[2] See also WTC Admissions Policy and Procedure.
[3] A very few WTC students start their programme in January. This Contract applies equally to them.

this in their application. This will assist the Learning Development Tutor to work with them on provision of appropriate support in connection with their period of study.

4. Conditions of Admission

4.1. Your admission to study with WTC and right to enjoy the privileges of being a student, including access to study resources, is subject to you complying with the terms of this Contract and registering with WTC.

4.2. You undertake to use all efforts to fulfil the academic requirements of the programme, including timely submission of assessments, attending the Residentials, mini-Residentials, weekly Hubs or MA Saturdays (as appropriate to your programme). Please contact the Director of Student Services (diane.lincoln@wtctheology.org.uk) or Dean of Studies, if there are challenges with you fulfilling the academic requirements. If you do not act in accordance with this Contract, or any of the documents referred to in it, WTC may take disciplinary action against you.

4.3. By accepting an offer, you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared on the application form. If this is not the case, please notify the COO as we will need to ensure that the conviction(s) are compatible with undertaking/continuing your studies with WTC.

4.4. If you commit an offence during your WTC studies, this will need to be declared to the COO, as it may affect you being able to continue your studies with the college.

5. Education Provision

5.1. WTC will make all reasonable efforts to deliver programmes of study with care and skill, in accordance with the descriptions on the website and in the prospectus. The Student Protection Plan addresses how quality and continuation of study is protected.

5.2. WTC may, in exceptional circumstances, make necessary changes to your programme or to other aspects of this Contract, including after you have accepted your offer. In this event, WTC will inform you promptly, explain why the change is being made, and offer you viable options.

5.3. Reasons such changes could be made include (but are not limited to) unexpected Faculty absence, complying with changes in legislation or government policy, and/or compliance with changes from our validating university.

5.4. In the event that WTC discontinues or does not provide your programme of study, or significantly changes the content or assessment, such that learning outcomes and aims of the programme are fundamentally different, WTC will notify you at the earliest possible opportunity and, upon request, help you find a suitable replacement programme of study where available.

5.5. Hub partnerships are entered with the clear expectation of a long term partnership being fostered by both parties. However, occasionally these partnerships do end. Hub partners need to give 24 months notice which enables most students to complete their programme of study. If you are in a Hub which is closing before the end of your programme, WTC will make all reasonable efforts to enable you to complete your programme of study, either by moving to another Hub or, in exceptional situations,

through a different medium of programme delivery. These will be agreed on an individual basis.

5.6. If you choose to withdraw from your WTC studies and cancel this Contract but wish to continue studying at another institution, WTC will provide transcripts and references on request.

6. Fees and Payment

6.1. By accepting the offer and paying the non-refundable deposit to confirm your place, you are confirming that you accept your responsibility to pay the WTC fees for the years of your programme, in line with the Facts About Fees on the website. The value of any WTC bursary will be deducted from your fee total.

6.2. You are also agreeing to be bound by WTC's policies on the payment of fees, refunds in the event of a withdrawal from studying, financial implications of taking an Interruption of Studies (IoS), and the consequences of non-payment as set out in the Facts About Fees, which clarifies what is covered by the fees and what is not.

6.3. You will select the payment plan for your fees (and associated administrative charge) as part of your application. This can be changed if you wish. You can see your current status regarding payment of fees on the student portal (MyWTC) at any time once you are registered with WTC.

6.4. Any fees which are more than 60 days overdue may result in suspension from your programme.

6.5. WTC will pursue unpaid fees, and for students whose fees are not fully paid by June 1st, no academic award will be made until outstanding fees are settled. If a student has outstanding fees and no payment plan in place, student grades will not be submitted to the awards board. WTC will not register academic awards for students in debt for tuition fees.

6.6. If you find you are having difficulty paying your fees, please contact the Finance Controller (fc@wtctheology.org.uk) who will help set up a realistic payment plan for the balance of fees.

7. Intellectual Property

7.1. Students will own the intellectual property (IP) for work they generate and submit to WTC during their programme of study including, without limitation, assignments and other assessments submitted.

7.2. Exceptions to your sole ownership of IP include, but are not limited to, situations in which you generate IP:

7.2.1. as part of an activity where a third party requires ownership;

7.2.2. that builds on existing IP generated by WTC Faculty or staff;

7.2.3. outside normal teaching and learning activities of your programme of study, with more than incidental use of WTC teaching resources.

8. Appeals and Complaints

8.1. Students are required to maintain high standards of academic integrity throughout their studies with WTC in line with WTC's Academic Conduct Policy.

8.2. Complaints should be made in line with WTC Student Complaints Policy. This policy is compliant with the principles of 'The Good Practice Framework: handling student complaints and academic appeals' developed by the Office of the Independent Adjudicator.[4] WTC wishes to reinforce these principles which are: accessibility, clarity, proportionality, timeliness, fairness, independence, confidentiality and improving the student experience in handling any student complaints.

8.3. If, when the WTC Complaints Policy has been followed to completion, you remain dissatisfied, you have the right to take your complaint to the university validating your programme of study, and then to the Office for the Independent Adjudicator for Higher Education if your complaint meets the criteria.

9. Data Protection

9.1. WTC holds and processes personal data from WTC applicants and students in accordance with its legitimate interests, to function effectively in our role as a Higher Education provider, and to fulfil our education and support obligations to you.

9.2. Relevant personal data will be shared with Birmingham Newman University (which validates WTC programmes of study) for the purposes of enrolment, progression, presentation to Assessment Boards, completion of student records, and graduation.

9.3. Relevant personal data will be shared with the Higher Education Statistics Agency (HESA) in line with the college's legal responsibilities.

9.4. WTC takes its responsibilities around the control and processing of data extremely seriously, and we work hard to ensure that all personal data is collected and processed in accordance with the requirements of the General Data Protection Regulation (UK GDPR) and the Data Protection Act (2018).

9.5. Please refer to WTC's Privacy Policy which explains how we use your information at all stages of the student lifecycle, including after you have finished your studies. WTC will inform you of any use or disclosure of your information for any other purposes.

9.6. Students should be aware that much of the teaching delivered is recorded (audio only) and made available to students taking that module on the Virtual Learning Environment (Moodle).[5] MA teaching Saturdays are also recorded and made available only to those students studying that module. This means students should be aware that conversations and discussions held in the classroom may be recorded and made available to students, Faculty and WTC staff.

10. Serving Notice, Communicating and Keeping in Contact

10.1. All WTC students are given a WTC email address and associated Google account on confirmation of their place. This email address is used to access all WTC teaching materials and resources, including access to MyWTC and Moodle, and is the email by which WTC Faculty and staff communicate with students. In cases in which staff need to get in touch with students who are not responding to their WTC email, staff may also

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[4] https://www.oiahe.org.uk/resources-and-publications/good-practice-framework/handling-complaints-and-academic-appeals/

[5] Recordings of VCs (video conference seminars) may be requested in certain mitigating circumstances, as described in the VC Policy for Missed Recordings. Other lectures are recorded and uploaded to Moodle.

use the personal email or the contact telephone number provided in a student's application.

10.2. WTC email and Google accounts are usually discontinued six months after graduation. If a student has withdrawn or completed their studies, communications will be sent to their personal email for legitimate purposes such as payment of outstanding fees. Any hard copy correspondence will be sent to the most recent address provided on MyWTC.

10.3. It is your responsibility to ensure that all personal and contact details are accurately recorded on MyWTC and kept up to date and that your student email is regularly monitored.

10.4. Letters sent will be assumed to have been properly served 48 hours after posting if sent first class mail. Emails are assumed to be effective 48 hours after sending.

10.5. WTC will not overturn decisions because of reported missed communications when it can be shown that WTC took all reasonable efforts to contact students through phone, email and/or communications sent to the home/main residence.

11. Liability

11.1. WTC students study at home and in their Hubs with the exception of the two Residential weeks in September and January. WTC therefore does not accept liability for damage to student property other than in cases in which WTC staff, Hub Directors or Programme Directors are held to be negligent.

11.2. WTC will not be held responsible for any injury to students (financial or otherwise), for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of WTC.

11.3. Except as set out in this Contract, WTC shall not be held responsible for losses resulting from failure to comply with the terms of this Contract or other WTC policies, including, but not limited to, losses relating to:

11.3.1. indirect or consequential losses;
11.3.2. loss of income or revenue;
11.3.3. loss or corruption of data.

11.4. WTC will not be liable for failure to perform obligations under this Contract if these failures are caused by any act, event or omission beyond the reasonable control of WTC (e.g. flood, fire, storm, national emergencies, industrial action). However, reasonable steps will be taken to minimise any disruption from such a Force Majeure Event to these services.

11.5. WTC does not exclude or limit in any way its liability to you where it would be unlawful to do so.

11.6. The provisions of this Section shall continue to apply after termination or expiry of this Contract.

12. Cancellation Rights

12.1. The Contract between you and WTC starts from the date your deposit is received by WTC and your place is thereby confirmed. You have the right to cancel the Contract within 14 days of the first day of your first September Residential (cancellation period),

without stating any reason, although it is helpful to WTC's future planning to understand why you have chosen to cancel.

12.2. The cancellation period ends 14 days after the first day of your first September Residential on a new programme, and with it the right to cancel this Contract without liability.

12.3. To cancel within this period, please inform the Senior Registrar (senior.registrar@wtctheology.org.uk) for undergraduate programmes, and the Registrar (sarah.registrar@wtctheology.org.uk) for postgraduate programmes in writing (letter or email) of your decision to cancel the Contract. Please include a clear statement including your name, address, and the programme for which you accepted an offer. The Contract will end on the day on which WTC receives notice of your cancellation.

12.4. If you cancel within the cancellation period, WTC will refund you all tuition fees paid. The non-refundable deposit covers the cost of accommodation and lodging of the September Residential and will not, therefore, be refunded. The reimbursement will be made not later than 30 days from the date WTC receives written notification of your cancellation.

12.5. The cost of withdrawing from your programme of study after the 14-day cancellation period, or taking an Interruption of Studies is detailed in the Facts About Fees.

13. Termination of Contract

13.1. WTC reserves the right to exclude or withdraw students from studying with WTC if they wilfully and persistently neglect fulfilment of their academic responsibilities (Clause 4.2) such that there is no reasonable possibility of their being able to progress to the next stage of their programme.

13.2. In addition, WTC may end the Contract by written (letter or email) notice in the following circumstances:

13.2.1. If WTC becomes aware of information previously unknown (e.g. unspent criminal convictions) which, in the reasonable opinion of WTC, makes it inappropriate for you to study with WTC;

13.2.2. If, in the reasonable opinion of WTC, you have supplied false or misleading information relating to your application.

13.3. WTC also reserves the right to exclude or withdraw you from your programme of study for disciplinary offences or non-payment of fees in line with the relevant WTC policies and procedures.

13.4. This Contract will terminate automatically if you cancel or withdraw from your programme.

13.5. On termination of this Contract by WTC you will be unenrolled from your programme of study and will lose access to your WTC email, Google account, Moodle, and to all WTC study resources and the WTC student portal (MyWTC). You need to return any library books you have borrowed and pay all outstanding fees and debts to WTC.

13.6. WTC will not be liable for any loss or damage you may suffer as a result.

14. Associated Policies

14.1. All WTC students agree to abide by WTC's Safeguarding Code of Conduct, Student Code of Conduct, and Academic Conduct Policy as part of enrolling to study with WTC. (https://wtctheology.org.uk/wtc-policies/) and will be asked to confirm this on the student portal (MyWTC) before enrolling.

14.2. Please also see policies identified in clause 1.10 which accompany this Student Contract.

15. General

15.1. No failure or delay by WTC or you to exercise any right or remedy provided under this 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 of remedy.

15.2. If any provision of part-provision of this 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 this modification is not possible, that provision/part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

15.3. The courts in England & Wales, Scotland, and Northern Ireland, will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to this Contract. In any such proceedings, the Contract will be governed by, and interpreted in accordance with, the laws of England and Wales.