

St Padarn's Institute Learner Contract



ATHROFA **PADARN** SANT
ST **PADARN'S** INSTITUTE

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2. Introduction

It is recognised that St Padarn's and its learners have obligations to each other. The purpose of this document is to set out clearly, and in detail, the obligations of both St Padarn's and learners.

St Padarn's has obligations to deliver its programmes to the highest standards that it can and to support learners while they study. St Padarn's also wants to ensure that learners' experience of St Padarn's is positive and enriching. At the same time, St Padarn's has to balance the interests and entitlements of learners with our obligations as part of the Representative Body of the Church in Wales, a registered charity, to manage finite resources efficiently and equitably.

Learners' obligations include pursuing studies diligently, honestly, treating fellow learners and staff with respect, and abiding by the policies and procedures of St Padarn's.

When a learner accepts the offer of a place at St Padarn's on a course where enrolment is completed and fees are charged or substantive services are provided by St Padarn's, a legal contract will come into existence between the learner and St Padarn's. For those students on courses where the enrolment is completed by, and fees charged by, another provider, for example those courses accredited by Cardiff University, there will also be a legal contract between the learner and that provider. There are contracts in place between St Padarn's and providers in these circumstances to protect learners' rights. The terms and conditions of the contract are as set out below and acceptance of a place is expressly subject to them.

3. Status and Legal Effect of these Conditions

- 3.1** These conditions are the standard enrolment conditions for learning delivered by St Padarn's whereby there is a legal contract as defined in the introduction. Together with the other documents to which they refer, these enrolment conditions form the contract between St Padarn's and the learner. Those learners who are studying on a programme accredited by another institution may also be required to enter a contract with that institution.
- 3.2** No contract between St Padarn's and the learner will exist until you formally notify St Padarn's that you accept an offer of a place in writing to St Padarn's. You will have 14 days from acceptance of the offer to withdraw your acceptance.
- 3.3** It is a condition of entry on to the Programme that you must complete and sign an enrolment form and data protection consent when requested to do so by St Padarn's.

3.4 Breach of any of these conditions may give rise to action being taken against you under the Disciplinary Procedures of St Padarn's, and/or termination of this Agreement.

4. Programme Delivery and Changes

St Padarn's will service its contractual obligations to students and comply with its commitments under consumer law as outlined by the Competition and Markets Authority. In doing so, St Padarn's will work to protect the student interest when responding to circumstances such as significant changes to how a course is delivered or course closure. St Padarn's has in place procedures to respond to these circumstances which will mitigate the potential impact on students, and which recognise the different needs of its diverse student body.

4.1 St Padarn's 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.

4.2 St Padarn's may make changes to the Programme as it was originally described.

These changes typically result from timetabling alterations, changes to optional modules or other syllabus changes which may result from staff turnover, student numbers required to provide an adequate student experience, or changes in technology, knowledge or understanding, changes to placements or changes to the Regulations to address requirements of external bodies or to make improvements. If such changes are required and may reasonably be expected to have a significant adverse effect on you, or St Padarn's discontinues or merges the Programme or combines it with other programmes of study, St Padarn's will give you as much notice as it can, take your views into account; and take reasonable steps to minimise those effects.

4.3 St Padarn's will not be liable for any failure or delay in performing its obligations if the failure or delay is due to any cause beyond St Padarn'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.

4.4 St Padarn's shall be entitled to end this Agreement immediately by notice in writing to you in the following circumstances:

4.4.1 If after the acceptance of an offer by you there is a change in your circumstances or if St Padarn's 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 St Padarn's makes it inappropriate for you to study on the Programme.

or

4.4.2 If, in the reasonable opinion of St Padarn's, you have not provided St Padarn's with all relevant information or you have supplied information which is not complete, authentic and accurate in all material respects.

5. Your Obligations

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

- 5.1** That you have obtained all the information you need to make an informed choice of Programme and that you will have undertaken any preliminary reading or other academic preparation requested of you by the start of the Programme.
- 5.2** 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 St Padarn's activities.
- 5.3** To fulfil all the academic requirements of the Programme on time and in accordance with conditions imposed by St Padarn's, including submitting assignments and refraining from committing plagiarism or other academic misconduct.
- 5.4** To prepare adequately for any activity which you are required to undertake to fulfil the non-academic requirements of your programme, at all times conducting yourself with due respect for staff, other learners and the public and in an appropriate manner.
- 5.5** To pay all fees and other moneys due, by the dates specified by St Padarn's, unless previously agreed otherwise by the appropriate Institute authorities.

- 5.6** To provide St Padarn's with a contact name and details which you are willing to permit St Padarn's to use at its discretion and without further reference to you in a situation which St Padarn's reasonably regards as an emergency.
- 5.7** 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 St Padarn's immediately should any of the aforementioned change; any requirement to provide a satisfactory Disclosure and Barring Service (DBS) Enhanced Disclosure Certificate obtained through St Padarn's, 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.
- 5.8** To give explicit consent for St Padarn's 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 St Padarn's.
- 5.9** At all times whilst you are a learner at St Padarn's to act in accordance with any reasonable requests or requirements issued to you from time to time by or on behalf of St Padarn's, 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 St Padarn's Code of Conduct) and to refrain from causing damage to property.
- 5.10** Not to make anything other than token gifts of appreciation to staff.
- 5.11** To notify St Padarn's if any of the information which you have submitted to St Padarn's changes.
- 5.12** To abide by any special conditions set out in the Programme Handbook or similar document issued by St Padarn's or placed on the St Padarn's Moodle site (VLE) in respect of the Programme, or as otherwise notified to you by St Padarn's.
- 5.13** St Padarn's learners each are set up with a St Padarn's email account. This email address or the St Padarn's Moodle (VLE) site will be used to communicate with

learners. It is the responsibility of the learner to ensure they access the Moodle site and their email account regularly, or to set up emails to forward to another account which is accessed regularly. Learners will be issued with a username and password to access the Moodle site. Resources and vital information for programmes are provided on Moodle, as well as messages to give new information, updates and reminders. This is an important means of communicating, especially for learners who study at a distance. Failure to access the Moodle site and the St Padarn's learner email will not be accepted as an excuse for not meeting deadlines or any other requirements of the programme which have been explained via Moodle.

6. Fees and Payment

- 6.1** Fees will be published on the St Padarn's website prior to registration on any course.
- 6.2** Full information on terms and conditions on payment of fees can be found in the St Padarn's Fees and Finance Policy, which forms part of the terms and conditions of this contract.
- 6.3** If fees remain unpaid 28 days after they were due, St Padarn's shall be entitled to take measures to recover the debt, and/or to exclude you from St Padarn's, 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 St Padarn's considers satisfactory.
- 6.4** To reflect ongoing cost changes, it might be necessary for St Padarn's to increase fees. Once enrolment onto the programme is completed any increase in the fees you will be charged will be reasonable and notified in advance.

7. St Padarn's Policies

- 7.1** St Padarn's learners must abide by the policies of the Institute. The policies can be found in full on the guest section of the St Padarn's Moodle site which can be found here <https://tinyurl.com/StPadarnsInstitutePolicies>.
- 7.2** Policies may be amended from time to time.

- 7.3** Your learning with St Padarn's may be terminated as a result of disciplinary action taken against you in accordance with the [Disciplinary Policy of St Padarn's](#) 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 learner may be cancelled without the need for any notice, unless St Padarn's agrees otherwise in writing.
- 7.4** If you are dismissed from any institution or organisation other than St Padarn's which you are required to attend or be a member of as part of the Programme then St Padarn's shall be entitled to end this Agreement immediately by giving written notice to you.

8. St Padarn's Liability for Damage

8.1 St Padarn's 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 St Padarn's, unless caused by the negligence of St Padarn's 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 St Padarn's 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 St Padarn's equipment or software.

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

9. Termination of Studies

9.1 Academic failure may lead to the termination of this agreement. Decisions about academic failure are made by the accrediting institution.

9.2 Where the learner is enrolled on more than one programme, e.g. is a Candidate for Ministry and studying for an accredited qualification, academic failure will lead to the termination of this contract in relation to that qualification. It will not automatically

lead to termination of all programmes on which the learner is enrolled.

- 9.3** Where the learner is enrolled on more than one programme, academic failure may be taken into account in related processes, such as a Disciplinary process or Capability to Undertake Study/Training Policy.
- 9.4** Termination of studies for failing to comply with this contract, including complying with the policies and procedures of St Padarn's will be covered by the Learners' Disciplinary Policy or Capability to Undertake Study/Training Policy.
- 9.5** If you wish to terminate this contract by withdrawing from accredited programmes written notice of intention to withdraw must be given to the Registrar. On receipt of notice the Registrar will contact you in writing to inform you of the impact that withdrawal may have on future academic studies. You may discuss the implications with the Registrar. Once any implications have been fully understood you need to confirm to the Registrar that you wish to continue with withdrawal. Liability for fees in the case of withdrawal is set out in the St Padarn's Fees and Finance Policy.
- 9.6** If you wish to terminate this contract by withdrawing from a non-accredited programme then you need to contact the leader of that programme.

10. Requirements on Termination of this Agreement

- 10.1** If at any time St Padarn's terminates this Agreement as a result of its rights under these conditions or generally or if this agreement terminates automatically:
- 10.1.2** St Padarn's shall be entitled to refuse to enrol you on the Programme, if at the date of termination, you have not already enrolled.
- 10.1.3** St Padarn's shall be entitled to require you to stop studying on the Programme, and to leave St Padarn's immediately, if at the date of termination, you have already enrolled.
- 10.2** Any action taken by St Padarn's under Conditions 10.1.2 or 10.1.3 will not restrict the ability of St Padarn's to take any other action against you to which it may be entitled.
- 10.3** St Padarn's 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 St Padarn's to terminate this Agreement or disciplinary action by St Padarn's (provided the action by St Padarn's is taken properly in accordance with these conditions or St Padarn's procedures).

11. Right to Cancel

- 11.1** 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 St Padarn's in a clear statement (i.e. by letter, email or by telephone) 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.
- 11.2** If you cancel this contract, St Padarn's will reimburse to you all payments received from you not later than 14 days after the day on which St Padarn's is informed of your decision to cancel. St Padarn's 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.

12. General

- 12.1** 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.
- 12.2** Any notice or other communication made under this Agreement shall be in writing and addressed to you at the last address notified by you to St Padarn's, and shall be deemed to have been properly served if delivered by hand when left at that address or if made by prepaid first-class post, 48 hours after being posted to that address.
- 12.3** If you breach this Agreement and St Padarn's chooses not to exercise any right which it may have against you, that shall not prevent St Padarn's from taking action against you in the future in respect of that breach or any further breaches by you.
- 12.4** 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.
- 12.5** 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. St Padarn's may take proceedings in any other court of competent jurisdiction, and the taking of proceedings in any one or more jurisdictions by St Padarn's 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.

12.6 The main address of St Padarn's is 54 Cardiff Road, Cardiff CF5 2YJ.

13. Data Protection

13.1 St Padarn's may use and process personal data or information regarding you whilst you are a student of St Padarn's and after you have left St Padarn's. The ways this data is stored and used are set out in the [Church in Wales Data Protection Policy](#).

13.2 In some circumstances, St Padarn's 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 St Padarn's annual report, prospectus or course materials. Personal data alongside photographs will only be used with explicit consent.

Declaration



ATHROFA **PADARN** SANT
ST **PADARN'S** INSTITUTE

Name of Student:

Programme of Study:

Level:

Fees Payable for the Year:

I _____ agree to abide by St Padarn's Code of Conduct, documentation and policies relating to financial obligations, and all the regulations and policies of St Padarn's as set out on the St Padarn's website www.stpadarns.ac.uk.

I declare that the information I have provided is correct and I will inform St Padarn's of any changes.

I understand that St Padarn's reserves the right to withdraw or cancel a module or programme where necessary.

Signed:

Date:

You have 14 days from acceptance of your offer of a place in which to exercise your right to withdraw your acceptance.