

St Padarn's Institute (SPI) Learner Contract



ATHROFA PADARN SANT
ST PADARN'S INSTITUTE

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2. Introduction

It is St Padarn's intention to give learners the best possible experience and to ensure that they are treated with respect and fairness. It is recognised that St Padarn's and its learners have obligations to each other which help to ensure that the learners'

experience of St Padarn's is positive and enriching. 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. 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 an offer of a place at St Padarn's is made it is subject to a legal contract being put in place between the learner and St Padarn's on the terms set out in this document. 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 registration conditions for learning delivered by St Padarn's. Together with the other documents to which they refer, these registration 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 a Registration Form, and St Padarn's IT Policy Acknowledgement Form 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 **Regular Learners' Misconduct Policy** of St Padarn's, and/or termination of this Agreement.
- 3.5** Admission to one programme does not automatically guarantee admission to a related programme. Therefore, a separate contract will be in place for each programme if a learner is registered on more than one programme.

4. Programme Delivery and Changes

As a minimum St Padarn's will service its statutory, regulatory, and contractual obligations to students. 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, consult with learners 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 material 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 this contract, and you agree:

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 engage with the course by:

5.2.1 Studying diligently and attending fully and punctually and participating 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.

5.2.2 Fulfilling 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.

5.2.3 Fulfilling all the non-academic requirements of the Programme, at all times conducting yourself with due respect for staff, other learners and the public and in an appropriate manner.

5.2.4 Paying all fees and other moneys due, by the dates specified by St Padarn's, unless previously agreed otherwise by St Padarn's.

5.2.5 Accessing your St Padarn's email account and Moodle regularly. 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. 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. St Padarn's appreciates it can be daunting using a new IT system. There is support available to help any learner who has difficulties, and sessions on Moodle are included as part of induction.

- 5.3** 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.
- 5.4** To comply with any legal or professional standards and requirements which are applicable to you or the Programme. For those engaging in regulated activity on placements arranged by St Padarn's as part of your course this includes the self-declaration of any unspent criminal 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 (and you agree to 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.
- 5.5** To give explicit consent for St Padarn's to communicate with any government department, agency or similar body, or an employer or other sponsor, in order to check or verify 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.
- 5.6** At all times whilst you are a learner at St Padarn's to act in accordance with any reasonable requests or requirements made of 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.

- 5.7** Not to make anything other than token gifts of appreciation to staff in order to protect both learners and staff members from any accusations of bribery.
- 5.8** To notify St Padarn's if any of the information which you have submitted to St Padarn's changes.
- 5.9** 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.

6. St Padarn's Obligations

St Padarn's agrees:

- 6.1** To provide prospective learners with information in order to make a decision on whether to accept a place at St Padarn's.
- 6.2** Where study is missed through authorised absence to take reasonable measures to support the learner in catching up with missed work.
- 6.3** St Padarn's recognises that at the start of the course academic processes will be unfamiliar to many learners and will take all reasonable steps to support learners, for example through study skills sessions.
- 6.4** To ensure that academic policies, guidance, and assignment deadlines are clear and easily accessible.
- 6.5** To use reasonable endeavours to ensure that St Padarn's staff behave appropriately, responsibly and with respect for all persons, and that they do not harass any person or unlawfully discriminate on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, religion or belief, race, sex or sexual orientation, and that St Padarn's staff refrain from engaging in misconduct (as defined from time to time by the St Padarn's Code of Conduct) and refrain from causing damage to property.
- 6.6** To endeavour to provide high quality teaching and resources for learners.
- 6.7** To ensure that its non-academic policies are fair, clear, and accessible.
- 6.8** To use all reasonable endeavours to provide a safe physical environment for learners.

7. Fees and Payment

7.1 Fees will be published on the St Padarn's website prior to registration on any course.

7.2 Candidates for licensed ministry sponsored by a Bishop in the Church in Wales:

No fees are due directly from the candidate. **If a candidate wishes to continue their academic study after licensing (or after withdrawal of sponsorship by the Bishop) their fees become their responsibility.**

7.3 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.

7.4 If any fees remain unpaid one month 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. Any learner who has difficulty with payments is encouraged to speak to a tutor as soon as possible in order that St Padarn's can consider whether special payment terms can be put into place.

7.5 To reflect ongoing cost changes, it might be necessary for St Padarn's to increase fees. Once registration on the programme is completed any increase in the fees you will be charged will be reasonable and notified in advance. This clause 7.5 will not apply to those candidates for licensed ministry sponsored by a Bishop in the Church in Wales.

7.6 No fees are due from learners registered on the Coleg Sir Gâr Apprenticeship Scheme.

8. St Padarn's Policies

8.1 St Padarn's learners (and staff) must abide by the policies of the Institute. The policies can be found in full on the St Padarn's website, <https://www.stpadarns.ac.uk/en/about/policies/>.

8.2 Policies may be amended from time to time.

8.3 In certain circumstances, your learning with St Padarn's may be terminated as a result of action taken against you in accordance with the **Regular Learners' Misconduct 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. St Padarn's commits to treating its learners fairly and in line with the **Regular Learners' Misconduct Policy** including the learner's right to appeal.

8.4 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.

9. St Padarn's Liability for Damage

9.1 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:

9.1.1 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.

9.1.2 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.

9.2 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.

10. Termination of Studies

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

10.2 If you are registered on more than one programme, e.g., a Candidate for Ministry

and studying for an accredited qualification, academic failure may lead to the termination of this contract in relation to that qualification. It will not automatically lead to termination of all programmes on which you are registered.

10.3 Where you are registered on more than one programme, academic failure may be taken into account in related processes, such as a **Regular Learners' Misconduct** process or **Capability to Undertake Academic Study**.

10.4 Where non-engagement occurs and the learner has not communicated with St Padarn's, has not responded to communications from St Padarn's and/or has not paid fees then action will be taken, first by removing access to Moodle then by termination of this contract. During this process, a minimum of **3 attempts** will be made to communicate with the learner, at least one of which will be by phone.

10.5 Termination of studies for **failing to comply** with this contract for reasons other than academic failure or non-engagement, including complying with the policies and procedures of St Padarn's will be covered by the **Regular Learners' Misconduct Policy** or **Capability to Undertake Study / Policy**.

10.6 **The full-time BTh/DipHE/CertHE is only available to full-time sponsored candidates preparing for licensed ministry in the Church in Wales.** Therefore, if you are a full-time candidate for ministry and your contract for Formation for Licensed Ministry comes to an end, then you will automatically also be withdrawn from the full-time BTh/DipHE/CertHE. In this case, St Padarn's can make arrangements to **transfer you to the part-time** BTh/DipHE/CertHE programme if you wish.

10.7 If you wish to terminate this contract by withdrawing from an academic programme, we encourage you first to discuss the situation with your Programme Leader. If you wish to proceed with termination 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.

10.8 If you wish to terminate this contract by withdrawing from a non-accredited programme then you need to contact the leader of that programme, and, in the case of candidates for Formation for Licensed Ministry you need to talk with your bishop.

Withdrawal from the full-time Formation for Licensed Ministry programme will mean automatic withdrawal from the full-time B.Th. in Theology for Discipleship, Ministry, and Mission, as in 10.5.

10.9 The UKBHC programme is only available to those on the PGCert, PGDip or MA Chaplaincy. If you are studying the UKBHC and wish to terminate your contract, or St Padarn's terminates your contract, for the PGCert, PGDip or MA Chaplaincy, then you will automatically be withdrawn from the UKBHC programme.

11. Requirements on Termination of this Agreement

11.1 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:

11.1.1 St Padarn's shall be entitled to refuse to register you on the Programme, if at the date of termination, you have not already registered.

11.1.2 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 registered.

11.2 Any action taken by St Padarn's under Conditions 11.1.1 or 11.1.2 will not restrict the ability of St Padarn's to take any other action against you to which it may be entitled.

11.3 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 Regular Learners' Misconduct 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).

12. Right to Cancel

12.1 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 submission of the contract to St Padarn's. 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.

12.2 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.

13. General

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 St Padarn's is part of the Representative Body of the Church in Wales, registered charity number 1142813, registered address 2 Callaghan Square, Cardiff CF10 5BT. The main address of **St Padarn's is 54 Cardiff Road, Cardiff CF5 2YJ.**

14. Data Protection

14.1 St Padarn's complies with the relevant data protection legislation. Full details of what data St Padarn's keeps and what it is used for can be found at

<https://www.churchinwales.org.uk/en/privacy-notice/>.

14.2 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:

Fees Payable for the Year:

I _____ agree to abide by St Padarn's Code of Conduct, learner contract, 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.