

# VINEYARD CHURCHES UK & IRELAND LEADERSHIP COLLEGE TERMS AND CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR COURSE OF STUDY

## 1. INTRODUCTION

1.1 These terms and conditions represent an agreement between Vineyard Churches UK and Ireland ("VCUKI") and you. The Contract is formed when you accept VCUKI's offer of a place on the Leadership College programme (the "College").

1.2 These terms and conditions in full, along with your College Acceptance Email ("offer"), the College Student Expectations, College Key Dates and description of your programme on the VCUKI website applicable at the time of your application, form the contract (the "Contract") between you and VCUKI in relation to your training and studies with the College. You should read these documents carefully before you accept an offer of a place. Your offer letter will set out the steps which you will need to take to accept VCUKI's offer of a place.

1.3 If you have any questions or concerns about these terms and conditions, current and prospective students should contact the VCUKI Training team by emailing [training@vcuki.org.uk](mailto:training@vcuki.org.uk).

1.4 VCUKI will make all reasonable efforts to deliver the programme in accordance with the description of your programme and associated VCUKI policies and procedures. However, it may be necessary for VCUKI to:

1.4.1 make changes to your programme, including after you have accepted your offer;

1.4.2 amend or update our rules, regulations and policies and procedures to ensure that VCUKI meets its legal and regulatory obligations, and acts in accordance with best practice; or

1.4.3 make changes to these terms and conditions.

1.5 Any amendments made by VCUKI to the Contract will be made available on VCUKI's website, which you should consult regularly. If we make any significant changes to the Contract, we will take reasonable steps to bring these changes to the attention of affected students as soon as reasonably possible.

## 2. Applications and Offers

2.1 The offer VCUKI makes to you will be conditional or unconditional. If your offer is conditional, VCUKI will set out the conditions that you will need to fulfill in order to be admitted onto your chosen programme.

2.2 If your offer is a conditional offer and you have not fulfilled the relevant conditions before the date notified in your offer (or any other date notified to you), VCUKI reserves the right to withdraw your offer or defer your application to the next year of entry.

2.3 VCUKI may ask you to provide satisfactory evidence of your qualifications in relation to any offer. Failure to provide such evidence to VCUKI's satisfaction may result in the termination of your offer, or where you have already been enrolled with the College, the revocation of your registration as a student of the College and termination of the Contract.

### 3.CONDITIONS OF ADMISSION

3.1 Your admission to the College, attendance on the College Leadership programme, and right to enjoy any of the privileges of membership of the College, including access to its services and facilities (where applicable), is subject to you complying with the terms of the Contract and the payment of the College fees (the "Fees") in accordance with Clause 5.

3.2 Your progression on the College programme is not guaranteed and is dependent upon you abiding by these terms.

### 4. DEPOSIT

4.1 To secure a place on the College programme, you are required to pay a non-refundable deposit. You will be advised of the deposit amount, following receipt of your application, in your offer letter. If you do not pay the deposit in accordance with the terms set out in your offer letter, your application shall be withdrawn without further notice. It is strongly recommended that you have funding for your deposit in place before you make your application to VCUKI.

### 5. FEES

5.1 The Fees applicable to your programme are set out in your offer letter. College Fees are separate to any deposit, administration and application payments.

5.2 You must pay your Fees in full at the start of the College programme, unless:

5.2.1 VCUKI has agreed that you may pay by instalment under VCUKI's instalment payment plan, (see Clause 5.3) in which case payment is due in accordance with the agreed payment plan; or

5.2.2 You have been awarded a VCUKI bursary or scholarship, in which case payment is due in accordance with the agreed bursary or scholarship payment plan (contact the Vineyard Training Team for details and terms referring to the bursary and scholarship schemes).

5.3 If you are self-funding all or part of your Fees, a number of payment methods are available to you. Further information is available in the College prospectus or by contacting the Vineyard Training Team.

5.4 If you have concerns about payment of your Fees, you should raise this with the VCUKI Training Team as soon as possible by contacting [training@vcuki.org.uk](mailto:training@vcuki.org.uk) to make them aware of the situation.

## 6. FAILURE TO PAY FEES AND CHARGES

6.1 If you have not paid your deposit or Fees in full, by the date set out in Clause 5.2, VCUKI may refuse to permit you to continue on the College programme and terminate the Contract, with or without serving written notice to you and without incurring any liability to you.

## 7. CANCELLATION AND WITHDRAWAL RIGHTS

7.1 You have a legal right to cancel the Contract at any time within 14 days from the date the Contract is formed i.e. from your acceptance of VCUKI's offer (the "Cancellation Period").

7.2 In order to cancel the Contract in accordance with Clause 7.1 you must notify VCUKI in writing (including by email) within the Cancellation Period. The Contract will end on the day on which we receive notice of your cancellation.

7.3 If you have made any payment under the Contract prior to the date of cancellation of the Contract under Clause 7.1, VCUKI will provide you with a full refund (minus the application charge) as soon as reasonably possible but in any event within 30 days of VCUKI receiving your notice of cancellation.

7.4 Notwithstanding the specific cancellation rights set out in Clauses 7.1 and 7.2, you can cancel the Contract at any time during the course of your programme in consultation with VCUKI. If you cancel after commencement of your programme, you may be entitled to a refund of part of your Fees (less any non-refundable deposits and administration or application charges) in accordance with the following terms:

7.4.1 Students will be entitled to a partial refund of their Fees for any College term not yet commenced.

7.4.2 Where a student has commenced any part of a College term, that term and any previously completed term must be paid for in full and will not be refunded.

7.4.3 Term dates are specified in the College Key Dates document or available from [training@vcuki.org.uk](mailto:training@vcuki.org.uk). Each term equates to one third of the total Fees.

## 8. COLLEGE PROVISION

8.1 VCUKI shall use reasonable endeavours to:

8.1.1 deliver your programme with reasonable care and skill and as far as possible, in accordance with the description in the prospectus; and

8.1.2 clearly explain the requirements of the programme to you.

8.2 You must use all efforts to fulfil all the requirements of the College programme, including those outlined in the Student Expectations document, and maintain high levels of attendance with the programme.

8.3 If you do not act in accordance with this Contract, or any of the documents referred to in it, VCUKI may cancel this Contract with no liability to you.

## 9. COMPLAINTS PROCEDURE

9.1 If you have a complaint about the College or VCUKI, you should follow VCUKI College complaints procedure. This procedure has been produced to help the Vineyard Training Team resolve any complaints as promptly, fairly and amicably as possible.

## 10. LIABILITY

10.1 Whilst VCUKI takes reasonable care to ensure the safety and security of its students whilst attending VCUKI College campuses and/or whilst using VCUKI's services, VCUKI cannot accept responsibility, and expressly excludes liability, for loss or damage to your personal property (including computer equipment and software). You are advised to insure your property against theft and other risks.

10.2 VCUKI shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another

student, or by any person who is not an employee or authorised representative of VCUKI.

10.3 VCUKI will not be liable to you for any failure to carry out, or delay in carrying out, any of our obligations under the Contract where that delay or failure is caused by events beyond VCUKI's reasonable control including acts of God, war, terrorism, cyber-attacks, industrial disputes (including disputes involving the VCUKI's employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics, and national emergencies. In such circumstances, VCUKI will take reasonable and proportionate steps to minimise any adverse impact on you.

10.4 Subject to Clause 10.5, VCUKI's liability to you under the Contract or otherwise in connection with your experience as a student on the College (whether arising in contract, delict or any other way) shall not exceed the total amount of the Fees paid or payable by you.

10.5 VCUKI does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

10.6 The provisions of this Clause 10 shall continue to apply after termination or expiry of this Contract.

## 11. TERMINATION

11.1 VCUKI reserves the right to exclude you from the College for a failure to abide by the Student Expectations, for non-payment of Fees, or for inadequate attendance on the College programme.

11.2 This Contract will terminate automatically if you cancel or withdraw from the College.

## 12. DATA PROTECTION

12.1 VCUKI holds information about all applicants to the College and all students of the College, and uses this in accordance with its privacy policy <https://www.vineyardchurches.org.uk/vineyard-churches-privacy-policy/>:

12.2 VCUKI uses the information from your application:

12.2.1 to process your application, to collect feedback and to send you information about VCUKI and its events, and

12.2.2 if your application is successful the College will also use the information it holds about you to deliver the College programme, to provide educational and support services to you, to monitor your performance and attendance, to collect feedback and for management activities such as strategic planning, statistical analysis, equal opportunities monitoring and maintaining our IT systems.

12.3 VCUKI may disclose student information to third parties as set out in the privacy notices. We will inform you regarding use or disclosure of your information for any other purposes.

12.4 You should refer to VCUKI's Data Protection Policy for more information.

### 13. GENERAL

13.1 The terms of the Contract shall only be enforceable by you and VCUKI.

13.2 The Contract constitutes the entire agreement between you and VCUKI in relation to its subject matter.

13.3 No failure or delay by VCUKI or you 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.

13.4 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.

13.5 This Contract is governed by English law. The courts in England will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract.