



**Iron Mill College**

*Education & Training in Mental Health & Wellbeing*

Established 1981

# STUDENT AGREEMENT

## Terms and Conditions

These Terms and Conditions apply from 1 February 2020.

### 1 Definitions

In these Terms and Conditions, the following terminology shall have the following meanings:

**“Student”/“ They”/“His/Her” “You”** means the person/s who has/have accepted a place on a course and will be training at the Iron Mill College.

**“Centre Administrator”** means the Centre Administrator for the time being at 7 Barnfield Crescent, Exeter, Devon EX1 1QT

**“College”** means The Iron Mill College, the training provider.

**“Academic Year”** means a calendar year running from 1 August in one year to 31 July in the next year. The specific dates applicable to individual students are determined by their programme of study.

**“Tuition Fees”/“ Fees”** means tuition fees and, where relevant, additional fees or costs required for Programmes or Services.

**“Enrolment”** means the process by which a Prospective Student or Student formally registers their participation or continued participation in a Course at the College and provides information required by the College. Completion of the enrolment process is required for the College to grant access to the Course and related Services (e.g. reference-only library, IT services, course materials, tuition etc.).

**“Course”/“ Programme”** means the specific course the Student has applied for as named on the Student Agreement.

**“Prospective Student”** means a person who has accepted a place at the College, conditionally or unconditionally, and who has not yet enrolled for their first Academic Year at the College.

**“Regulations”** means the College’s regulations, rules, codes, policies, procedures and other instructions and administrative arrangements as are in force and as amended from time to time, including relevant decisions of the Director/s, Tutors and related committees.

**“Services”** means such educational services and facilities which at its sole discretion are provided by the College for students (including but not limited to the provision of a reference-only library, IT services, administrative services and provision of student support and guidance).

**“Terms and Conditions”** means the terms and conditions contained in this document.

**“Tuition Fee Contract”** means the document outlining the payment plan for a particular Course.

**“Finance Terms and Conditions”** means the terms and conditions that apply to the finance agreement.

**“The Contract”** means the arrangement between the Student and the College, comprising the Student Agreement, Tuition Fee Contract, the Finance Terms and Conditions, and any other documents specified in the Student Agreement.

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## 2 Contract formation

2.1 A contract on the Terms and Conditions is formed between you and the College at the point when you accept the offer of a place at the College. By accepting a place at the College you are also agreeing to be bound by the Terms and Conditions. It is therefore important that you read and understand them prior to accepting your place.

2.2 The contract will expire, subject to the provisions for early termination in the Terms and Conditions, on the completion of your Course, whether or not you are conferred with a College award but any outstanding obligations shall continue in force until fulfilled.

2.3 These Terms and Conditions govern every contract for the provision of Services by The Iron Mill College to its students.

2.4 No variation to the Terms and Conditions shall be binding unless agreed in writing between the parties.

2.5 The headings in the Terms and Conditions are for convenience only and shall not affect their interpretation.

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## 3 The Provision of Services

The College provides a range of Courses in Counselling Skills, Counselling Theory, Psychotherapy Training and Supervision Training enabling the Student to prepare for accreditation as a counsellor or psychotherapist with the British Association of Counselling and Psychotherapy (BACP), The European Association of Transactional Analysis or the United Kingdom Council for Psychotherapy (UKCP). In addition, we offer professional

development Courses to help candidates in their jobs as counsellors, psychotherapists, nurses, teachers and social workers or other helping professions.

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## **4 Admission to the College**

### **4.1 Enrolment**

You are required to enrol with the College at the start of your Course.

### **4.2 Consideration of Applicants**

All applications for a place at the College are considered on their merits in the context of the specific and general guidance set out in the relevant Course literature. The requirements stated in the Course materials may be updated without notice to Prospective Students where it is reasonably considered by the College to assist in the proper delivery of education. The College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by law or by the College's Accrediting Bodies. The College is not obliged to provide reasons for its decisions in relation to applications.

### **4.3 Conditional Offers**

Some offers of a place may be conditional on a Prospective Student fulfilling certain requirements either academic or otherwise, which will be stipulated in writing when the offer of a place is made. If a Prospective Student fails to meet these requirements to the reasonable satisfaction of the College, the contract between the Prospective Student and the College shall, unless the College agrees otherwise, automatically come to an end and both parties shall be in the same position as if they had never entered into any contract.

### **4.4 Progression**

Our agreement with you covers the period of your training however progression through your Course is not automatic and is subject to the satisfactory completion of the course requirements, including minimum attendance, personal development, assessments and meeting the criteria for placement and meeting the criteria of continuous membership of both the relevant accrediting body and professional indemnity cover. We reserve the right to defer a student or terminate their training based upon our professional experience.

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## **5 Provision of Courses and Services**

The College will use its reasonable endeavours to deliver Courses in accordance with the descriptions set out in the relevant Course literature. However, the Course literature is produced at the earliest possible date to provide maximum assistance to intending applicants. It is inevitable that changes will occur between the date of printing and the start of the Academic Year to which they relate. The College therefore:

## 5.1

reserves the right to update policies, practices, academic programmes, courses, schedules, or calendars, including modification of the content of any of the following programme, and the cancellation or rescheduling of courses without prior notice, though it will make every effort to minimise the inconvenience caused.

At times when courses are unable to take place due to adverse weather conditions, these dates will be re-arranged.

## 5.2

reserves the right to make variations to or withdraw Services if such actions are reasonably considered to be necessary by the College. The College reserves the right to make additional charges and to vary such charges from time to time for Services.

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# 6 Rules and Regulations

You are required as a condition of accepting a place at the College to abide by, and to submit to, the BACP Ethical Framework for Counselling and Psychotherapy. These include regulations in the following areas (although the list is not all embracing): academic; conduct and discipline; financial; health and safety; data protection; library and computing; equal opportunities; intellectual property; complaints; programme requirements; placement agreements and policies.

The College reserves the right to make reasonable changes to the Regulations where in the opinion of the College it will assist in the proper delivery of education and/or it is in the interests of the College. These changes will normally come into effect at the beginning of the next Academic Year. The College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students or it is required by law or by the College's Accrediting Bodies.

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# 7 Fees

Fees must be paid in accordance with the Tuition Fee Contract and Finance Terms and Conditions. This must be completed separately and forms part of the full contract. By signing this Student Agreement, you are acknowledging your commitment to the payment of all tuition fees under the terms of the Tuition Fee Contract as specified in the relevant payment schedule and signifies agreement with all Finance Agreement terms and conditions contained therein.

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## **8 Duties and Obligations of the Student**

### **8.1 Attendance**

The Student shall be required by the College, for the benefit of the other students and in order to ensure that there is no adverse effect on the Student's tutorial group, to attend the training Courses diligently and apply the whole of his/her energies during the Course to the acquisition and knowledge taught or otherwise made available in connection with courses.

### **8.2 Absence and Sickness**

8.2.1 The Student must notify his/her tutor immediately on the first day of each absence from the Courses or as soon after it is practicable and give the reason for and expected duration of their absence. Repeated absence from the Course may result in the termination of the training contract.

8.2.2 The Student shall be required to produce a medical certificate to the College following the end of three (3) days consecutive absence from the Courses. Failure to present such certificate will be taken as evidence that the Student is in breach of their obligations under Clause 8.1 of this Student Agreement.

### **8.3 Conduct**

8.3.1 The Student shall at all times behave in a responsible manner and shall not conduct him/herself in such a way that his/her training or that of any other student is prejudiced or impeded in any way. Students are expected to deal with any group process issues within the group and not break group boundaries by unconstructive gossip outside. Students are expected to take responsibility for their therapeutic issues in therapy. This is a requirement of professional training.

8.3.2 The Student shall at all times maintain confidentiality throughout, which includes work with clients, triads and personal work done in the group, for the honour and protection of the people involved.

8.3.3 The Student must undertake personal therapy. This gives protection for the practitioner and client. College staff reserve the right to indicate when it becomes clear that a Course member may need additional support with further need for therapy. A list of recommended trained counsellors and psychotherapists is provided.

8.3.4 In the event that a student counsellor gives cause for concern about their performance, interaction with tutors and administration staff there will be tutorials between the Tutor and the Student about ongoing monitoring of behaviour towards resolution of conflict. All agreed changes to the Student's behaviour must be documented using the tutorial document and copies given to all involved parties and a copy placed in the student's folder.

8.3.5 In the case of a serious breach of discipline The Student Disciplinary Policy provides a framework within which appropriate action may be taken by Iron Mill College.

## **9. Data Protection Act**

The College is registered under the Data Protection Act 1998 (DPA 1998) to hold personal data (as defined under the DPA 1998 (Personal Data)) including sensitive personal data (as defined under DPA 1998 (Sensitive Data)) on its Students and third parties such as individuals enquiring about College services. The College will only hold and use Personal Data for the purposes stated in the register entry and/or in line with the requirements of the DPA 1998.

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# 10 Liability

## 10.1 General

Students are advised to obtain insurance for their own property before arrival at the College and should note that all activities are undertaken at their own risk. In certain circumstances you may be required to obtain other types of insurance, for example, medical insurance. The College cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- all damage to your property (including vehicles and bicycles parked on College premises) unless it is caused by the negligence or default of the College or its staff;
- the non-return of work submitted for assessment unless it is caused by the negligence or fault of the College or its staff;
- any modification or cancellation of Programmes;
- personal injuries or death except in so far as it is caused by the negligence of the College or its staff;
- all indirect and consequential losses, loss of opportunity and loss of income or profit, however arising.
- Any theft and or damage to students' possessions whilst on the College's premises.

In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the College in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of Tuition Fees paid by or on behalf of the Prospective Student or Student to the College or the amount, if any, the College receives from its insurers in respect of that particular loss, whichever is the greater.

## 10.2 Exclusion of liability for events beyond reasonable control

Neither party shall be liable to the other for any failure or delay in performing its obligations under this contract if such failure or delay is due to any cause beyond that party's reasonable control. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (including labour disputes involving the workforce of any third party) and act of God.

## 10.3 Connecting Student's personal IT equipment to the College's network

Students connecting to the network do so on the basis that they accept all risks associated with the connection (e.g. virus attack) and that the College accepts no liability save for loss or damage caused directly by the negligence or breach of contract by the College or its staff and provided always that the College accepts no liability for any indirect and consequential losses.

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# 11 Termination of Contract

## 11.1 Termination of Contract by the College

The College may without liability terminate this agreement at any time immediately by written notice if you are in material breach of the Terms and Conditions and in particular in the following circumstances:

- a. If you have provided false, incomplete or misleading information in relation to your application for admission to the College;
- b. If you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of your Programme;
- c. Where your circumstances change so that you are no longer able to meet any agreed special requirements, for example, you acquire a relevant criminal conviction or develop a condition so that you no longer meet the occupational health requirements;
- d. If you fail to meet the requirement to enrol in the first year of your Programme or fail to re-enrol in subsequent years within the required timescale;
- e. Where it has been found that you have breached the Regulations according to the BACP Ethical Framework for good practice;
- f. If you fail to meet the required standard of Students' performance for your Programme, including but not limited to unsatisfactory standard of work, failure to meet specified attendance requirements [for your Programme], failure to submit course work and/or meet Programme deadlines, failure to fulfil a specified contract of studentship in a Programme and failure to adhere to professional standards for training purposes;
- g. Where a student has failed to meet their duties and obligations as a student as set out in clause 8 of the handbook;
- h. If you fail to pay any Tuition Fees by the due date specified on the relevant Course Tuition Fee Contract appended hereto. This includes where you have an agreement with a third party for them to pay your Tuition Fees on your behalf since you are contractually responsible for payment of fees.

The effect of the College terminating this contract under this clause<sup>1</sup> or under any other provision of the Terms and Conditions will be that you will either be refused enrolment to the College or you will be required to withdraw from the College immediately and you will no longer be entitled to commence or continue your Programme. The College may in its absolute discretion refund or abate a proportion of any pre-paid Fees on a pro rata basis for the unexpired period of the Academic Year, subject to the College retaining an amount to cover its reasonable losses and costs as a result of the termination. Please see the Finance Terms and Conditions for full details.

## 11.2 Termination of Contract by the Student

If you decide prior to enrolment in your first Academic Year not to take up a place offered to you, you must notify us immediately and in any event prior to the date upon which enrolment is scheduled to take place. You may be entitled to a refund of all or part of any deposit paid (as set out in the Finance Terms and Conditions). Students withdrawing or taking time out from their Course after enrolment may be entitled to a refund of all or part



of their Tuition Fees in accordance with the Finance Terms and Conditions. The College will endeavour to provide information and advice to such Students.

The Cancellation and Withdrawal procedure can be found in the Finance Terms and Conditions.

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## 12 Notices

Any notice served by the College under these Terms and Conditions and any correspondence from the College shall be deemed to have been served two working days after dispatching to the address notified to the College by you. The College shall be entitled to assume that the last home and term-time addresses notified by you to it are your current addresses, and therefore you must keep the College informed of any changes to these addresses.

Any correspondence from the Student to the College should go to the address specified for such correspondence in these Terms and Conditions or the Regulations or if an address is not specified, to the general College address

**Iron Mill College**

**Morwenstow**

**7 Barnfield Crescent,  
Exeter, Devon EX1 1QT**

Such correspondence shall be deemed to have been served on the College two working days after posting.

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## 13 Changes to Terms and Conditions

The College reserves the right to make reasonable changes to the Terms and Conditions from time to time, both before and after you enrol, where in the opinion of the College it will assist in the proper delivery of education, where changes are in the interests of the College and/or in order to:

- comply with any changes in the law or to take account of a ruling by a court or similar body;
- comply with any changes requested by our partnership College or University, associated accrediting bodies or other organisations monitoring the quality of our service.
- implement legal advice, national guidance or good practice;
- provide for the introduction of new or improved methods of operation, services or facilities;
- reflect market conditions;
- make them clearer or more favourable to you;
- rectify any error that might be discovered in due course; and/or
- further to codify existing arrangements.

These changes will normally come into effect at the beginning of the next Academic Year, although the College reserves the right to introduce changes during the Academic Year when it reasonably considers it to be in the interests of Students, the associated accrediting bodies or as required by law.

## **13.2**

In the event that any term, condition or provision contained in the Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the contract between you and the College without affecting the remaining Terms and Conditions which shall continue to be valid.

## **13.3**

If the College permits you to transfer between Programmes, such transfer shall be treated as a variation of your contract with the College and will be subject to your continued acceptance of the Terms and Conditions. No other variation or amendment to this contract may be made by you without the prior written consent of the College.

## **13.4**

Any new editions of the Terms and Conditions shall be sent out to students via the administration office and may be publicised by other means so that you can be aware of any changes.

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# **14 Status of Terms and Conditions**

These Terms and Conditions and associated documents represent the entire agreement between you and the College and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the College.

In the event of inconsistencies between the Terms and Conditions in this document, the Regulations and Course materials, the Terms and Conditions in this document shall prevail over the Regulations, which shall in turn prevail over the Course materials.

Any failure of or delay by the College or a Student in relation to the exercise of its rights under the Terms and Conditions shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.

It is not intended that any third party should be entitled to enforce any of the provisions of these Terms and Conditions and in particular no third party who would not have been so entitled except under the provisions of the Contracts (Rights of Third Parties) Act 1999.

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# **15 Law and Jurisdiction**

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 jurisdiction of the High Court of Justice in London.

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## 16 Headings

The headings in these Terms and Conditions are included for convenience or reference only and shall not affect the interpretation of this agreement.

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## 17 Queries and complaints

Queries about the Terms and Conditions should be addressed to the

**Iron Mill College**

**Principal**

**Morwenstow**

**7 Barnfield Crescent,**

**Exeter, Devon EX1 1QT**

who shall be responsible for determining any matters of interpretation.

If you have any queries, concerns or complaints relating to the processing of your application, please contact

**Iron Mill College**

**Student and Academic Services**

**Morwenstow**

**7 Barnfield Crescent,**

**Exeter, Devon EX1 1QT**

The College has a Students' complaints procedure, which is available from the College's Centre Administrator and is also available in the course handbook.

By submitting my course application form, I agree to the above-mentioned Terms and Conditions.