

Cambridge Muslim College BA (*Hons*) programme

Terms and conditions of offer

1. Interpretation

In these Terms and Conditions, the following expressions have the corresponding meanings.

Contract means the Terms and Conditions, College policies and offer

letter

Clause means a clause in these Terms and Conditions.

Course BA (Hons) Islamic Studies

Offer means an offer to You of a place on the B.A (Hons)Islamic

Studies course the College through the Admissions Office.

College, Our Cambridge Muslim College

Student, You or Your means an individual who has accepted an Offer from the

College and is registered with the College for an

undergraduate programme of study

Supplementary Documents means the College's policies (such as health and safety),

additional agreements (such as accommodation licences) codes of practice or any other document referred to throughout the Terms and Conditions, all of which are regularly reviewed by the College and may be amended from

time to time.

Terms and Conditions means this document.

1.1 These Terms and Conditions apply to the provision of academic and related services to You by the College in connection with Your place on the BA Islamic Studies. These Terms and Conditions form part of the Contract between You and Us, and also incorporate the additional documentation referred to as Supplementary Documents. You may enter into additional contracts with the College for other services, such as accommodation. These Terms and Conditions provide important information about the rights and responsibilities of both the College and You under

the Contract. Please ensure that You read these Terms and Conditions carefully before You accept the offer as detailed in the Offer letter sent to You. If You have any questions about these Terms and Conditions or require any further details, please contact the Admissions Office: on <u>admissions-</u>

<u>ba@cambridgemuslimCollege.ac.uk</u>. Your Contract with Us will be formed when You accept the Offer of a place. The College would like to draw Your specific attention to Clauses 5 and 10 which include important information about Our rights to vary the Contract with You, Our liability to You and Our rights to end the Contract with You.

2. Contract

- 2.1 If You receive and decide to accept an Offer of a place on the Course from the College the terms of this Contract shall apply from the date You accept the Offer (or the first day of the academic year, whichever is earlier) and for the duration of Your registration at the College.
- 2.2 To accept the Offer please sign the acceptance letter here and send it by email to admissions-ba@cambridgemuslimCollege.ac.uk and pay the non-refundable deposit. Your acceptance will be deemed received on the date we receive your deposit.
- 2.3 In addition to these Terms and Conditions, the Supplementary Documents (which include the Colleges' policies) form part of this Contract and will apply to You.

3. Provision of Information and qualifications

- 3.1. It is a requirement for entry onto the Course that students hold full British passports, or permanent resident status. Non–UK nationals can only be considered if they already have relevant visa status demonstrating the right to full-time study in the UK. Such evidence must be shown and discussed at the time of application, and again at interview.
- 3.2. The College will need to send You important information, so You must always ensure that the College has Your up-to-date contact details including an email address for an account You use regularly.
- 3.3. The Offer is subject to You satisfying the academic and other requirements for admission.
 - 3.3.1. If Your Offer is conditional, You will need to satisfy the conditions set out in the Offer letter (such as obtaining qualifications at a minimum grade) in order to be admitted to the Course.
 - 3.3.2. If You have not met the conditions of the Offer before the start of the Course, the College reserves the right to withdraw the Offer.
 - 3.3.3. For some modules You may need to provide information about Your health or have a satisfactory health check (including providing evidence of immunisations). If this applies the College will notify You of the requirements to be met.

- 3.4. You must provide full and accurate academic and personal information to the College for application, admission, and enrolment on Your Course. You will inform the College of any changes to this information.
- 3.5. The College may require You to provide satisfactory evidence that You have met all the requirements to study at the College. If You do not provide satisfactory evidence when requested, You are dishonest in the information You provide, or You withhold relevant information the College may terminate this Contract and withdraw You from the College or cancel Your admission to the College. The College will verify the authenticity of documentation provided.
- 3.6. The admission to the first year is conditional on successful completion of the Prerequisite Arabic Intensive programme. Successful completion will be determined by the College.
- 3.7. If You are assessed as needing to attend the Prerequisite Arabic Intensive programme for all or part of the year, and choose not to do so, the offer of a place will be conditional on successful completion of an examination in Arabic before the start of the first year. Successful completion will be determined by the College.

4. Period of Registration

- 4.1. The minimum and maximum periods within which a student will be expected to complete the Course of study and associated assessment, including the time period for any resit assessments, are:
 - 4.1.1. minimum period is three (3) years
 - 4.1.2. maximum period is five (5) years

For more details on the Period of Registration, please see the related College's policy here.

5. Right of cancellation

- 5.1 You may cancel this Contract by informing the College in writing within fourteen (14) days of accepting the Offer ('The Cooling Off Period').
- 5.2 The 14 day Cooling off Period' begins on the date the College receives Your acceptance of the Offer and deposit.
- 5.3 In order to cancel this Contract within the 'Cooling Off Period', You should notify us in writing by contacting Admissions on admissions-ba@cambridgemuslimcollege.ac.uk
- 5.4 Any cancellation made within the 'Cooling off Period' pursuant to this paragraph 5 (including the payment of any deposit), we will provide You with a refund of the payment, less administration fees, in accordance with the College's Fees, Scholarship and Refund policy
- 5.5 If You cancel this Contract after the 'Cooling Off Period' has expired, the College may keep any deposit and any refund of fees will be made in accordance with College's Fees, Scholarship and Refund policy

6. College obligations

- 6.1 The College will use all reasonable endeavours to deliver Your Course and the services at the College with reasonable care and skill and in accordance with the description in the Programme Specifications for Your year of entry. If there is a change to Your Course, Clause 10 of these Terms and Conditions will apply.
- 6.2 The College shall provide You with access to equipment and/or facilities that are necessary for You to undertake Your Course but You are required to provide personal items that You need to study at the College, such as a desktop PC or laptop, books and study materials.

7. Academic and Conduct Obligations

- 7.1. You will engage and participate in Your Course and take personal responsibility for Your own learning. This will include attending and taking part in taught lectures, seminars and/or research; engaging with teaching and support staff; making use of all available resources; and meeting academic requirements.
- 7.2. A minimum of 80% attendance is expected from students registered on the course. For more details on the attendance requirements, please see the College's attendance policy here.
- 7.3. You must meet the ongoing academic requirements of Your Course, including (but not limited to) the mandatory passing of modules, submission of course work and other assignments, attendance at examinations, and engagement with all methods of teaching and study, including satisfactory attendance at lectures and seminars.
- 7.4. If You do not pass required modules, You must resit examinations or repeat a year of study in accordance with the College <u>Assessment Policy</u>.
- 7.5. If, following resits or repeats You have not progressed sufficiently to remain on Your Course, an exit award might be offered if conditions met as per the College Assessment Policy. You will not be entitled to any refund of fees.
- 7.6. You will be required as a condition of Your attendance to abide by the College's rules and regulations, and to conduct Yourself appropriately as student of sacred knowledge as per the Code of conduct and Futuwwa.
- 7.7. You agree to uphold the Colleges standards of academic integrity and to comply with the College Academic Misconduct Policy.
- 7.8. You must declare any legal restrictions which may impact on Your own studies and/or present a risk to the safeguarding of College staff and students. It is Your responsibility to disclose any legal reasons that limit or prevent You entering College property, and/or working with individuals, and/or working with groups, and/or accessing the internet via the College systems and facilities. Please contact the Course coordinator. Failure to declare this information may be deemed a breach of the College's Disciplinary Procedures and penalties may be imposed accordingly.

8. Work allowance

- 8.1. As this is a full-time programme, the maximum amount of paid and/or voluntary employment You may undertake during term time is 6 hours/week.
- 8.2. Students needing to work more than this would need to seek a permission from the Course Manager.

9. Fee & Payments

- 9.1. You are liable to pay the Course fees as set by the College. The fees for Your Course are set out in the College's fees, scholarship and Refund policy and in Your offer letter. You must pay Your Course fees and any other costs, such as residential accommodation, in accordance with the method of payments set out in the relevant Supplementary Documents or as otherwise communicated to You.
- 9.1 The College is permitted increase Your Course fees, according to inflation linked maximum permitted by the UK government. These increases will also apply to accommodation costs.
- 9.2 You may make an application for financial support as part of Your application. See the financial support form.
- 9.3 If You fail to pay Your Course fees or any other payments owed to the College, we will take firm, fair and timely steps to recover all debt owed by You. The College might refuse to allow You to advance or withdraw You from Your Course if You do not pay Your Course fees. If You fail to make payment of costs other than Course fees the College will take steps to recover the debt. The College may take legal action to recover any unpaid debt.
- 9.4 If You have any questions about the fees or require further information about paying the fees (including if You are having difficulty paying the fees, please speak with the Course coordinator.
- 9.5 If a sponsor has agreed to pay all or part of Your Course fees, You will still be primarily liable for the payment of the Course fees. If Your sponsor fails to pay part or all of Your Course fees, You must pay any unpaid fees.
- 9.6 Course fees are due for each full term of attendance, and if You attend only part of a term the Undergraduate Terms and Conditions Academic Year 2021/2022 You may still be charged the full-term rate. Any refund of Course fees will be made in accordance with the Supplementary Documents and College's fees, scholarship and Refund policy.
- 9.7 Any application for a refund in accordance with these Terms and Conditions shall be made by email to the Admissions (admissions-ba@cambridgemuslimcollege.ac.uk) or Your Course Coordinator.

10. Course changes or/and Cancellation

10.1 The College is committed to helping all students achieve successful outcomes from their studies. However, circumstances may change, and it may be necessary to make

- minor variations or material changes to Your Course or, in exceptional circumstances, to cancel Your Course.
- 10.2 The College may make minor variations to Your Course, including (but not limited to) in response to student feedback, updating the syllabus, timetabling requirements or alterations due to staff changes (which may mean it is no longer possible to teach a module which was dependent on staff expertise, or the content of a module may need to be revised).
- 10.3 The College may need to make material changes to Your Course (such as a change to module title, the nature of the award or a significantly different course structure, mode of delivery or assessment). Changes may also be needed because of circumstances outside the reasonable control of the College, including (but not limited to) changes to meet the latest requirements of an accrediting body or adherence to advice from the UK government or a regulatory body. How we notify You will depend on the nature of the changes but, in any event, such changes will be recorded as soon as reasonably possible in the updated Course information on Our website.
- 10.4 If the College needs to make material changes to Your Course before You register at the College, we shall let You know as soon as possible. If You reasonably believe that the changes will prejudicially affect You then You may cancel this Contract and withdraw Your application without any liability for Course fees (even if the cancellation period has expired).
- 10.5 If the College needs to make material changes to Your Course after You have registered, then we will make reasonable endeavours to consult with You and will notify You of the changes as soon as possible. The College will take reasonable steps to minimise any adverse effect of the changes. If the College makes material change(s) to Your Course for reasons other than circumstances which are outside the College reasonable control and You consider that the material changes to Your course have prejudicially affected You, You will be entitled to withdraw from Your Course without any further liability for Course fees. The College may also refund You for any Course fees which You have paid up to withdrawal if it considers that the material changes adversely affect You.
- 10.6 If the College has to cancel Your course, the College will act in accordance with its student protection plan which also outlines the potential risks to the BA course delivered at the College and steps taken to mitigate those risks.

11. Limitation of Liability

- 11.1. Nothing in this agreement will limit the Colleges liability for:
 - 11.1.1. Death or personal injury caused through the College's negligence; or any fraud or for any sort of other liability which, by law, cannot be limited or excluded.
 - 11.1.2. The College will not be liable for any injury sustained which was caused by another student or by any person who is not an employee or authorised agent of the College.

- 11.1.3. The College will not be liable for any loss or damage to Students' personal property (including computer equipment and software), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to Our computer facilities, or any other cause, except where such loss or damage is caused by Our negligence. It is recommended that You insure personal property against such risk of loss and damage.
- 11.1.4. Neither You, nor the College, will be liable for failure to perform any obligations under this Contract if the failure arises from circumstances that are beyond that party's reasonable control. In the case of the College, circumstances beyond its reasonable control include (but are not limited to) implementation of action required by the UK government or a regulatory body, closure of part or all of the College for health and safety reasons or industrial action or other similar action by College staff. The College will take reasonable steps to ensure that, so far as possible in the circumstances, the consequences of a failure to act in accordance with this Contract as a result of circumstances beyond the Colleges control are kept to a minimum. In the case of a student, circumstances beyond reasonable control may include (but are not limited to) bereavement or ill health. You are advised to contact the Student Welfare officer here if You are experiencing problems in Your studies.

12. Intellectual Property

You shall own any intellectual property You generate and provide to us during Your Course.

13. Disabilities

- 13.1. The College welcomes students with disabilities, health conditions or learning difficulties. The College aims to ensure that its educational provision is inclusive and geared towards supporting disabled students to achieve their full potential and participate equally in society.
- 13.2. The College policy is to provide all students with equal access to all aspects of College community life including the teaching and learning programmes, and to provide the academic and pastoral support that each individual need for this to take place.
- 13.3. If You have additional support needs due to a disability, including an autism spectrum condition, dyspraxia, dyslexia or specific learning difficulties, mental health conditions or physical health conditions, You are encouraged to let the College know at the earliest opportunity. The College will seek to support You whenever possible, and adjustments can be put in place if appropriate. To ensure that You can receive support, please contact Your Course coordinator/ admissions) prior to accepting Your Offer for confidential advice and information on what support is available. You may also be eligible for Disabled Student https://www.gov.uk/disabled-studentsallowances-dsas.

13.4. Whilst students are not under any obligation to disclose a disability and the College will always endeavour to support students, if You do not let us know that You are disabled, or do not provide full information, You may not be able to get full or timely access to the support You may need.

For more details, please see the College's Disability & Equal Opportunities policy.

14. Your Data

- 14.1. The College, in accordance with the Data Protection Act 1998, collects, stores, and transmits student personal information in paper and electronic formats for a range of administrative and academic purposes.
- 14.2. Access to student personal information is limited to staff who require this information in order to carry out their contractual responsibilities.
- 14.3. The College has a structure for access privileges for the IT system, linked to the job descriptions for each person in order to support the claim for access. The process is managed by the College IT Officer. This ensures that personal data is only shared with staff who need it in order to do their work. For more detailed information click here for Our <u>Data protection policy</u> and <u>Data Retention policy</u>.

15. Accommodation

- 15.1. The College can provide limited single sex accommodation in shared housing only, on a first come first served basis under an HMO licencing agreement.
- 15.2. Accommodation prices and details can be found here.

16. General

- 16.1. If these Terms and Conditions conflict or are inconsistent with the College's policies, the provisions of these Terms and Conditions shall prevail.
- 16.2. A reference in these Terms and Conditions to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.
- 16.4 The College is entitled to alter its regulations and policies, or introduce new regulations and policies, and decisions shall be taken by the College in line with the regulations and policies which apply at that time.
- 16.5 With the exception of Clause 9 the terms of this Contract shall not be enforceable by any party who is not a party to it.
- 16.6. If any provision of this Contract is deemed unenforceable, in whole or in part, by any court or competent authority, the remainder of this Contract shall continue in full force and effect.

- 16.7 This Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and subject to the exclusive jurisdiction of the courts of England.
- 16.8 Nothing in this Contract shall limit the right of the College to take proceedings against You including for recovery of Course fees or other debts or enforcement of the terms of Clause 9 in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 16.9 Nothing within this Contract shall be construed as annulling or amending the Colleges Memorandum of Articles of Association.

17. Concerns and Complaints

- 17.1 The College has complaints procedures in place which are designed to address any complaints quickly and fairly. If You have a complaint or concern about the College, You should use the relevant complaints procedure.
- 17.2 For admission complaints and appeals, please see the College's policy here.
- 17.3 For academic appeals, please see the College's policy here.
- 17.4 Should You remain unsatisfied with the College's handling of Your complaint You have the right to complain to the Open University <u>here.</u>

18. Open University partnership

The College is accredited by the Open University, and it follows their regulations. Please see the OU regulations <u>here</u>.

19. Criminal conviction

You must declare any legal restrictions which may impact on Your own studies and/or present a risk to the safeguarding of College staff and students. It is Your responsibility to disclose any legal reasons that limit or prevent You entering College property, and/or working with individuals, and/or working with groups, and/or accessing the internet via the College systems and facilities.

Please contact the Course coordinator. Failure to declare this information may be deemed a breach of the College's Disciplinary Procedures and penalties may be imposed accordingly.

If you disclose information about an unspent criminal conviction this information will be passed to appropriate administrators so that appropriate steps can be taken to facilitate effective support and/or assess whether an applicant poses an unacceptable risk to students and staff.