

Terms and Conditions 2023-24

These Terms and Conditions apply following your acceptance of an offer of a place with the SCITT. You have a period of 14 days to withdraw from the contract from the point of signing it.

In addition to this document, the following documents also form part of the Terms and Conditions and you agree to observe them:

- (a) Your offer letter;
- (b) The Code of Conduct; and
- (c) The Funding Agreement.

1. Offers and registration

You can accept an offer of a place made by the SCITT by following the steps set out in your offer letter. You must do this by the date given to you by the DfE Apply System.

On acceptance of an offer and compliance with any conditions set out in the offer, you will be entitled to register with the SCITT and its university partner for the academic year set out in the offer. You must register with the University in accordance with any instructions provided to you by the SCITT.

You may not be permitted to register with the SCITT if:

- 1.1. You do not show your identification documents in person to the SCITT and/or you do not have the correct visa documentation;
- 1.2. You have provided incorrect or misleading information in a document relating to the application or in any other document;
- 1.3. You do not have the right to study in the United Kingdom;
- 1.4. You have a relevant criminal conviction contrary to the SCITT's Criminal Convictions Policy;
- 1.5. You do not have Disclosure and Barring Service clearance, once an application is made on your behalf;
- 1.6. You do not agree to pay the Tuition Fees or, where applicable, provide information regarding the payment of Tuition Fees as required by the Funding Agreement; or
- 1.7. You do not meet the conditions set out in your offer letter.

2. Cancellation

You have the right to cancel these Terms and Conditions within 14 days after the day on which you accepted the offer of a place at the SCITT. You do not have to give us a reason for the cancellation. To cancel the Terms and Conditions you can follow the instructions provided to you by the DfE System. If your Programme commences within the 14 day period referred to above, you no longer have the right to cancel and must terminate the Terms and Conditions in accordance with clause 9 below.

If you or anyone on your behalf has made a payment to us and you subsequently cancel these Terms and Conditions, within the 14 day period mentioned above, we will reimburse such payment to the person who has made payment in accordance with our Funding Agreement. You may terminate this contract after the expiry of the 14 day period referred to above, but you must do so in accordance with clause 9 of these Terms and Conditions.

3. Code of Conduct & Progression Guidance

- 3.1. You agree that you will observe the Code of Conduct;
- 3.2. The Code of Conduct & Progression Guidance detailed in the trainee handbooks contain important information about the expectations that the SCITT has of you as a trainee and the relevant procedures and processes to be followed. These include the standards of behaviour expected (including how the SCITT deals with academic misconduct), engagement with your studies and attendance at training sessions in school and at the centre, what happens if you are unwell and how your studies may be suspended. They also set out what you need to do to progress to the next part of your programme and to graduate and how your programme and examinations (including assignments) will be assessed. The SCITT complaints policy sets out how you can raise complaints and concerns to the SCITT. All documents may be found on the SCITT Google Platform.
- 3.3. The SCITT reserves the right to make reasonable changes to the aforementioned documents. The reasons for such changes include, but are not limited to, ensuring that the documents are fit for purpose, to incorporate sector guidance or good practice and to incorporate trainee feedback. These changes will normally come into effect at the start of an academic year. If you have any concerns about the rational or effect of any change to the documents, please contact the Chief Executive Officer.

4. Your Programme (sometimes also referred to as your Course)

- 4.1. Following your registration, the SCITT will, subject to these Terms and Conditions, provide you with a place on the programme set out in your offer letter;
- 4.2. The SCITT will make reasonable efforts to deliver your Programme as described in the relevant printed or online prospectus for the academic year;
- 4.3. The SCITT will provide you with tuition and other teaching and learning support associated with your Programme with reasonable care and skill and shall further use reasonable endeavours to provide you with accurate and timely feedback on your academic work;
- 4.4. Provided that you have registered for and pursued your Programme, paid the Tuition Fees, fulfilled the criteria for qualification set out in the programme specification for your Programme and the Code of Conduct and otherwise complied with the SCITT Regulations, the SCITT will recommend you for QTS.

5. Fees

- 5.1. The SCITT charges tuition fees for its programmes (“the Tuition Fees”). The amount of your Tuition Fee is set out in your offer letter.
- 5.2. You agree to be bound by the SCITT’s Funding Terms and to ensure that your Tuition Fees are paid in accordance with it.
- 5.3. If you do not pay the Tuition Fees in accordance with the Funding Terms, the SCITT reserves the right to withhold your results and to not permit you to graduate.
- 5.4. There may be additional costs relating to your Programme (“Additional Costs”) which you agree to pay. Additional Costs may include field trips, materials, and printing costs. The SCITT makes reasonable efforts to ensure information regarding Additional Costs is correct.

6. Our obligations to you

- 6.1. The SCITT will make reasonable efforts to provide you with appropriate access to a number of academic and other resources, including: the university library and online learning resources;
- 6.2. IT infrastructure, including a SCITT email account; and
- 6.3. Pastoral support.

7. Your obligations to the SCITT

- 7.1. You understand that following registration you are a trainee member of the SCITT community and agree that as such you will behave respectfully to all other members of our community;
- 7.2. You agree that you will familiarise yourself with and adhere to the Code of Conduct and other regulations and policies that are brought to your attention;
- 7.3. You agree that you will participate reasonably in SCITT procedures, including those contained within the Disciplinary policy and, if a sanction is imposed on you, you will comply with it;
- 7.4. You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you;
- 7.5. You agree that you will attend lectures, seminars and tutorials, submit assignments and undertake examinations unless agreed otherwise with the SCITT and University because of extenuating circumstances;
- 7.6. You will use your SCITT email account or the relevant SCITT virtual learning environment for all communications with the SCITT. You understand that the SCITT will use your SCITT email account to formally communicate with you following registration (unless the SCITT agrees otherwise). As such, it is the SCITT’s expectation that you will check your SCITT email account daily during the working week. It is also the responsibility of trainees to check their email accounts for cancellation notices prior to setting out to travel to a lecture day;
- 7.7. You will take reasonable care of the health and safety of yourself and others within the SCITT community and will cooperate with the SCITT in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the SCITT;

- 7.8. You agree that you will disclose details of any criminal conviction received during your time at the SCITT that, had it existed at the time of your application or first registration, would have meant you were not permitted to register with the SCITT;
- 7.9. You agree that you will keep the contact information provided to the SCITT up to date and inform the SCITT promptly of any changes to this.

8. Complaints

- 8.1. The SCITT has in place policies setting out how complaints may be made against it;
- 8.2. Following registration, you may raise a complaint about your Programme or any other aspect of the SCITT's service in accordance with the Complaints Procedure;
- 8.3. If your complaint cannot be resolved using the SCITT procedures, it may be possible to apply for an external review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA), which can be found at: www.oiahe.org.uk (providing you are a registered trainee).

9. Termination

- 9.1. By you: You may withdraw from the SCITT and terminate your registration and these Terms and Conditions at any time. To withdraw from the SCITT you must give notice, in writing, to the Chief Executive Officer. Notice takes effect on receipt;
- 9.2. By the SCITT: The SCITT may withdraw your offer or terminate your registration and withdraw you from the SCITT if:
 - 9.2.1. You do not pay the Tuition Fees;
 - 9.2.2. You have failed to meet the conditions of the offer made to you;
 - 9.2.3. You have provided false, incomplete, inaccurate or misleading information in your application to the SCITT or at any other time;
 - 9.2.4. You do not complete your registration with the SCITT at the beginning of each year of your Programme;
 - 9.2.5. A decision is made that you may not continue as a trainee of the SCITT in accordance with the procedures detailed in the Disciplinary Policy;
 - 9.2.6. You do not meet your obligations under a Tier 4 visa or you no longer have permission to study in the United Kingdom;
 - 9.2.7. You fail to meet the SCITT's progression or award requirements;
 - 9.2.8. You are unable to fulfil any requirement of your programme including obtaining and/ or maintaining membership of specified organisations;
 - 9.2.9. Your behaviour represents a serious risk to the health, safety or welfare of yourself or others; or
 - 9.2.10. You materially breach these Terms and Conditions.
- 9.3. You understand that the SCITT will monitor your attendance at the training base and in school;
- 9.4. On termination of your registration, you will be liable for the Tuition Fees for the academic year in accordance with the following table (which applies for 2022/23

academic year). If you have already paid more of your Tuition Fees than required, the SCITT will reimburse the proportion of the Tuition Fees to you or the organisation or person who has made the payment so that Tuition Fees are paid in accordance with the following table:

| Termination between the following dates (for 2023-2024) | Amount charged of Tuition Fee for the year |
|--|--|
| Before 31st August 2023 | £300.00 |
| 1st September to 31st December 2023 | £3,250.00 |
| On or after 1st January 2024 | £9,250.00 |

- 9.5. On termination of your registration and these Terms and Conditions you are required to pay any outstanding Tuition Fees immediately, in accordance with the Fees Policy, along with any other debt owed to the SCITT;
- 9.6. On termination of your registration and these Terms and Conditions you are required to return to the SCITT your ID card and all other SCITT property.

10. Changes to these Terms and Conditions

- 10.1. If you wish to request a change to these Terms and Conditions you must contact the SCITT and, following discussion with you, it will confirm whether this change is possible;
- 10.2. If you wish to defer your first registration, contact karon@ete.org.uk
- 10.3. If you wish to suspend your studies contact karon@ete.org.uk
- 10.4. No changes requested by you will be binding to either party unless they are agreed in writing by the SCITT;
- 10.5. The SCITT will not discontinue your Programme, unless significantly impacted by force majeure, following your registration, but it may make changes to your Programme, these Terms and Conditions or its other obligations to you either before or after you have registered with the SCITT. Any changes will be communicated to you in writing as far in advance as is reasonably possible and the SCITT will take all reasonable steps to mitigate any negative impact on you as a result of these changes;
- 10.6. Reasons for making changes include, but are not limited to:
 - 10.6.1. to make updates to reflect best practice and academic developments for the benefit of trainees;
 - 10.6.2. to improve the Programme and your experience of it;
 - 10.6.3. to meet the requirements of external or accrediting bodies;
 - 10.6.4. as a result of staff changes within the SCITT; or
 - 10.6.5. changes to the law;
 - 10.6.6. Force majeure.

- 10.7. If you have deferred entry, suspended your studies, undertaken a pre-session programme the SCITT may make changes to your Programme. Exceptionally this may involve discontinuing your Programme and in those circumstances the SCITT will use its reasonable endeavours to allow you to complete your Programme;
- 10.8. If you do not agree to the SCITT making this change, you may raise a complaint in accordance with the complaints procedure. You may also decide to withdraw from your Programme, in which case you must give notice in writing.

11. Suspension

- 11.1. The SCITT may suspend your registration in accordance with the Trainee Disciplinary Policy. Suspension by the SCITT may be:
 - 11.1.1. To enable an investigation to be carried out into allegations of misconduct, where the allegation is such that in the reasonable opinion of the SCITT, you cannot attend the SCITT or your school placement whilst the investigation is carried out;
 - 11.1.2. To impose a sanction following the procedures set out in the Trainee Disciplinary Policy; or
 - 11.1.3. Because in the reasonable opinion of the SCITT, it will be detrimental to the health, safety or welfare of you or others for you to attend the SCITT;

You have the right to appeal a suspension under the preceding clause in accordance with the Trainee Disciplinary Policy.

12. Limits on the SCITT's liability to you

- 12.1. This clause sets out and limits the legal liability of the SCITT or its officers, employees or agents to you. The SCITT is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms and Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party;
- 12.2. Nothing in this clause limits liability arising from:
 - 12.2.1. Death or personal injury caused by the negligence of the SCITT or its officers, employees or agents; or
 - 12.2.2. Fraud or fraudulent misrepresentation.
- 12.3. The SCITT and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:
 - 12.3.1. Damage to, theft and/or loss of your property (including but not limited to personal IT equipment, bicycles, vehicles or art work) unless caused by the negligence of the SCITT or its officers, employees or agents;
 - 12.3.2. Non-return of work submitted for assessment;
 - 12.3.3. Loss attributable to a breach of any procedural requirement detailed in these Terms and Conditions, the Code of Conduct or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met;

- 12.3.4. Death or personal injury that is not caused by the negligence of the SCITT or its officers, employees or agents;
 - 12.3.5. Changes to the law that require a change of these Terms and Conditions; and
 - 12.3.6. Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.
- 12.4. Except for those circumstances described in clause 12.2, any liability of the SCITT in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, that the SCITT receives from its insurers in respect of that particular loss.
- 12.5. Further, the SCITT will not be in breach of this agreement or liable to you for loss arising from delay in performing or failing to perform its obligations under this agreement if such delay or failure results from matters outside the SCITT's control which could not have been foreseen or prevented even if the SCITT had taken reasonable care. Matters outside the SCITT's control include but are not limited to strikes and industrial action, staff illness, severe weather, natural disaster, epidemic or pandemic, fire, war, civil disorder or unrest, riot, terrorist attack or the threat of it, and restrictions imposed by the government or public authorities. In such circumstances the SCITT will use all reasonable endeavours to minimise any disruption but it reserves the right to cancel, delay or change part or all of your Programme and its obligations set out in these Terms and Conditions.

13. Data Protection

- 13.1. The SCITT will collect, hold and process data relating to you ("personal data") in compliance with the Data Protection Act 2018 and the GDPR;
- 13.2. By accepting an offer of a place at the SCITT, you agree to the SCITT processing your personal data in accordance with the Data Protection Act 2018;
- 13.3. The SCITT may disclose appropriate personal data, including sensitive personal data, to third parties, where there is legitimate need or obligation, during or after your period of study. This includes but is not limited to the disclosure of relevant and appropriate information to the Higher Education Statistics Agency, Ofsted, external organisations associated with the provision of your Programme; external organisations associated with the provision of the SCITT's services to you (such as IT or resource providers), government bodies or those requesting references. Any such disclosures of your personal data will be carried out in accordance with the Data Protection Act 2018. A copy of our Privacy Statement can be requested by emailing sue@ete.org.uk

14. Intellectual Property

- 14.1. In these Terms and Conditions "Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, property rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing

off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

- 14.2. All Intellectual Property Rights developed by you during the course of your studies at the SCITT shall remain your property (“trainee IP”), subject to the below exceptions, and/ or unless otherwise agreed with you:
- 14.2.1. you are working on a project or otherwise funded by a third party and the terms of the contract and/or grant between the SCITT and the third party require the assignment of Intellectual Property Rights;
 - 14.2.2. Intellectual Property Rights are generated as a result of working in collaboration with other trainees or SCITT staff;
 - 14.2.3. a member of SCITT staff has made a significant contribution to your work such that the Intellectual Property Rights generated derive from the Intellectual Property Rights of the staff and/or the SCITT;
 - 14.2.4. you have received significant financial support or material contribution from the SCITT (for example a stipend or fee waiver) to undertake the creation of the Intellectual Property Rights;
 - 14.2.5. you are undertaking a wholly or partly sponsored project or placement;
 - 14.2.6. your module has as a primary or substantial purpose the creation of Intellectual Property Rights; or
 - 14.2.7. other exceptional circumstances such as being offered the opportunity to take part in a SCITT sponsored event.
- 14.3. You agree to grant the SCITT a continuing, royalty-free, irrevocable, transferable and non-exclusive worldwide licence to use your trainee IP, including the right to sublicense, for the purposes of teaching, research, internal administration and other non-commercial use;
- 14.4. Where the SCITT makes use of trainee IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such trainee IP;
- 14.5. The provisions of this clause and any related agreement governing the ownership and exploitation of your trainee IP will (unless specifically agreed otherwise) continue in full effect after the expiry or termination of these Terms and Conditions.

15. Other important terms

- 15.1. These Terms and Conditions are personal to you and you may not transfer them or your rights under these them to anyone else;
- 15.2. These Terms and Conditions are between you and the SCITT and no-one else has any rights under them.
- 15.3. Each of the paragraphs of these Terms and Conditions operates separately. If part of these Terms and Conditions become void, illegal, invalid or otherwise

- unenforceable, the rest of the Terms and Conditions will continue in full force and effect;
- 15.4. Failure or delay by you or the SCITT to enforce any breach by the other of these Terms and Conditions will not constitute a waiver of any provision and will not prevent you or the SCITT from taking steps to enforce that provision;
- 15.5. Notices:
- 15.5.1. Any notice given under these Terms and Conditions will be in writing.
 - 15.5.2. The SCITT will send any notice to your SCITT email address;
 - 15.5.3. You must send any notices either by post (to Essex and Thames SCITT, Powers Hall Academy, Spa Rd, Witham CM8 1NA) or by email, marked for the attention of: Jo Palmer-Tweed, Chief Executive Officer to karon@ete.org.uk
- 15.6. In the event of inconsistencies between the Terms and Conditions and any other contract information provided to you, the Terms and Conditions shall prevail. In the event of inconsistencies between this document and other documents referred to in it, this document shall prevail;
- 15.7. These Terms and Conditions are governed by the law of England and Wales and you and the SCITT agree that any legal proceedings regarding them or the services described in them shall be brought in the English courts.