

# Beginning Theology

## Student Terms and Conditions

These are the Terms and Conditions which apply to your registration for and participation in Beginning Theology in-person run by St Mellitus College and Holy Trinity Brompton at HTB Courtfield Gardens, London, SW5 0LX, and Beginning Theology online, run by St Mellitus College and hosted on Zoom. If you wish to attend Beginning Theology (either in person or online), please read these Terms and Conditions carefully. You must agree to these Terms and Conditions before registering to attend Beginning Theology.

### 1) WHO WE ARE

- a) We are St Mellitus College (SMC), a charity registered in England and Wales (no. 1094157), whose registered office is 24 Collingham Road, London, SW5 0LX;
- b) We operate the website [stmellitus.ac.uk](http://stmellitus.ac.uk). You can contact us by telephoning 020 7052 0573 or by writing to us at [info@stmellitus.ac.uk](mailto:info@stmellitus.ac.uk).

and

- c) We are Holy Trinity Brompton (HTB), a charity registered in England and Wales (no. 1133793), whose registered office is at HTB Brompton Road SW7 1JA ("HTB").
- d) We operate the website [htb.org](http://htb.org). You can contact us by telephoning 020 7052 0200 or by writing to us at [getconnected@htb.org](mailto:getconnected@htb.org).

### 2) STATUS OF TERMS AND CONDITIONS

- a) These Terms and Conditions create an agreement between you and SMC and HTB ('SMC', 'HTB', 'we', 'our' and 'us') relating to your registration and participation in Beginning Theology (either in person, or online). If you do not agree to these Terms and Conditions, please do not register to attend.
- b) If you have any queries relating to these Terms and Conditions or think that there is a mistake in them, please contact us.

### 3) REGISTRATION AND FEE

- a) Course registrations are submitted via the online registration form by the prospective student. By registering for Beginning Theology, you confirm that you are at least 18 years old.
- b) As part of your registration, you will be asked to pay a course fee of £100 (online) or a subsidised fee of £60 is available for the in-person course, which covers the cost of your attendance. Payment must be made in full by debit or credit card at the time you register for the course.
- c) Places on Beginning Theology are limited due to the capacity of the building and will be allocated on a first come, first served basis, subject to clause 3d below. After you submit a registration and have paid the course fee, you will receive an email from us acknowledging that we have received your booking and confirming whether your registration has been successful. No contract is formed between us until such

time as we confirm that your registration has been successful. If we are unable to confirm your registration, we will promptly refund any course fee you have paid.

- d) We reserve the right to reject a registration and/or terminate the contract between us and any student where we determine in our absolute discretion that it is inappropriate for you to attend Beginning Theology for any lawful reason.
- e) As a consumer, you have legal rights in relation to your registration on Beginning Theology. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.
- f) Your place on the course may not be transferred by you to a third party without our prior written consent. Please email [beginningtheology@stmellitus.ac.uk](mailto:beginningtheology@stmellitus.ac.uk) as soon as possible to let us know if you are unable to attend Beginning Theology after registering, so that we may offer your place to someone else.

#### **4) CANCELLATION OF THE BEGINNING THEOLOGY AND CHANGES TO THE VENUE, SCHEDULE, TIMINGS AND/OR THESE TERMS AND CONDITIONS OF ATTENDANCE**

- a) We reserve the right to cancel Beginning Theology or make changes to the venue, schedule, timings and/or these Terms and Conditions of attendance, before or during Beginning Theology:
  - i) if in our sole discretion it cannot be operated, conducted or completed as planned for any reason including, without limitation, reasons related to any government, local authority, administrative or Church of England guidance, decision, action, restrictions or advice including, without limitation, any given for health and safety reasons relating to events, gatherings, any pandemic or epidemic or any other matter, and/or reasons related to the safety of our congregation, visitors, staff and/or volunteers;
  - ii) any changes or updates to any government, local authority, administrative or Church of England guidance, decision, action, restrictions or advice as mentioned in clause 4ai above;
  - iii) if there is any Event Outside Our Control or potential Event Outside Our Control affecting our obligations or the running Beginning Theology (and for these purposes, an 'Event Outside Our Control' includes any circumstance, act or event beyond our reasonable control, including without limitation power failure or interruption, internet service provider failure or interruption, labour disputes, strikes, lock-outs or other industrial action by third parties, civil war, civil commotion, riot, invasion, Royal mourning, national mourning, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, nuclear, chemical or biological contamination or sonic boom, any law, guidance or action taken by a government, local or public authority, unavailability or unfitness for use of the venue(s), failure or interruption of public or private telecommunications networks or utility services, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport);
  - iv) due to unavailability of speakers; or
  - v) due to insufficient numbers of registrations.
- b) If we take any of the actions referred to in clause 4a) and the changes we make are significant (not minor changes), we may offer you an alternative to receiving a refund (i) a place to attend the outstanding

course sessions on a substitute or rescheduled online Beginning Theology or (ii) a credit for a future online Beginning Theology. Alternatively, you may opt to instead receive a full refund of your course fee.

Where we offer you a place on a substitute or rescheduled online course or a credit for a future online course, you will be notified and given not less than 30 days from the date of notice of the cancellation or rescheduling of Beginning Theology in which to confirm your preference. In addition, you may be offered the opportunity to attend the outstanding course sessions on a substitute or rescheduled online course that is taking place within the specified 30 day period if available and if you wish to take this option, we will notify you of the date by which you need to let us know if you wish to attend those sessions. In the absence of a response within the 30 day period, we will provide you with a place on a substitute or rescheduled online course or a credit for a future online course organised by us.

Refunds will be paid (i) within 14 days beginning on the date on which you confirm to us your wish to receive a refund if we offer you a place on or credit for a substitute or rescheduled online course or (ii) within 14 days of us notifying you of cancellation if there is no substitute or rescheduled course offered. Where you receive a credit in accordance with this clause, such credit must be used by you to book a place on Beginning Theology held by us within 18 months from the date of issue of the credit. Any credits not used within this 18 month period will expire.

- c) Our liability for cancellation or rescheduling or failure to deliver the course shall be limited to providing a place on a substitute or rescheduled online course or a credit for a future online course organised by us or providing a refund in accordance with Clause 4b and we shall not have further liability to you in relation to any other costs or expenses, including without limitation, the costs of any travel, accommodation booked through a third party or any other arrangements made in connection with the course.
- d) We will try as far as possible to give you reasonable notice of any cancellation or change, but we regret that advance notice may not always be possible.

## **5) CONSUMER'S RIGHT TO CANCEL**

- a) This Clause only applies if you are a consumer.
- b) If you are a consumer, you have a legal right to cancel your contract to attend Beginning Theology under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in Clause 5c. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to attend the course, you can notify us of your decision to cancel the contract and receive a refund. Advice about your legal right to cancel the contract under these regulations is available from your local Citizens' Advice Bureau.
- c) You have a period of 14 calendar days in which you may cancel the contract, starting from the day after the day you receive the email confirming your booking.
- d) To cancel your contract under this Clause 5, please email us at [beginningtheology@stmellitus.ac.uk](mailto:beginningtheology@stmellitus.ac.uk). Your cancellation is effective from the date you send us the email. We will refund you on the credit card or debit card used by you to pay.
- e) If you register for a course that is due to commence within 14 days of your registration and you cancel the course in accordance with this clause 5 after the course has started, we will refund your course fee minus a sum representing any part of the course which has already taken place and any course materials and other items that have already been provided to you. In all other circumstances of cancellation under this clause 5, we will refund your full course fee.

## 6) CANCELLATION

- a) If you wish to cancel your contract to attend Beginning Theology other than in accordance with Clause 5, you may do so by emailing us at [beginningtheology@stmellitus.ac.uk](mailto:beginningtheology@stmellitus.ac.uk). Your cancellation is effective from the date you send us the email. If you cancel no later than 24 hours before the start of the course, you will receive a full refund. If you cancel less than 24 hours before the start of the course or after the course has started, you will not receive a refund.

## 7) BEGINNING THEOLOGY CONTENT

- a) Beginning Theology comprises a time of worship, a talk and discussion or student-led activity.
- b) All rights in all talks, presentations, documentation and materials published or otherwise made available as part of Beginning Theology (including but not limited to any audio or audio-visual recording of Beginning Theology content) ('**Content**') is owned by us or is included with the permission of the owner of the rights.
- c) Save as expressly permitted by us in writing, you shall not record, distribute, reproduce, modify, store, transfer, commercially exploit or in any other way use any of the Content. This includes sharing any of the course links or material.
- d) Suggestions or advice given during the course should not be relied upon in place of professional or other advice where you feel it is needed. We make no warranty that you will get specific results from your use of the Content.
- e) Light refreshments comprising soft drinks, tea and coffee will be available at the start of each session of the in-person course. No other food or drink will be served at the course venue. You may bring and consume your own food and soft drinks at the course venue. Please note that we will not provide crockery for your use but there will be disposable cutlery available. We recommend you bring your own bottled water and a keep cup to drink should you need to and take it with you when you leave.

## 8) SURVEYS

- a) We send all students a feedback survey at the end of the course. The survey is completed on and subject to separate terms and conditions of the online platform 'Microsoft Forms'.
- b) Completion of the survey is optional and anonymous.

## 9) ENTRY AND EXIT

- a) We reserve the right to refuse admission to our premises, or to remove any person from our premises for any lawful reason in our sole discretion including, without limitation, reasons of public safety, health & safety, refusal to comply with the reasonable instructions of our stewards, staff and volunteers, unacceptable behaviour likely to cause damage, nuisance or injury, or any breach of these Terms and Conditions.
- b) Doors will open from 6:30pm until the start of teaching. Once teaching has begun, for safety reasons, doors will be closed. Please ring the doorbell for entry.
- c) You agree to follow all reasonable instructions of HTB team (staff and volunteers) at all times whilst on our premises.

## 10) Wheelchair users

- a) Wheelchair users and carers/guests should email us at [beginningtheology@stmellitus.ac.uk](mailto:beginningtheology@stmellitus.ac.uk) to stipulate the need for a wheelchair access seat. If you have limited mobility, please also notify us by email at [beginningtheology@stmellitus.ac.uk](mailto:beginningtheology@stmellitus.ac.uk).

#### **11) Pets and assistance dogs**

- a) No animals or pets are permitted anywhere on our premises, with the exception of guide dogs for the blind, dogs for the deaf and assistance dogs for people with disabilities. Please email us at [beginningtheology@stmellitus.ac.uk](mailto:beginningtheology@stmellitus.ac.uk) should you need to bring an assistance dog into our premises. Visitors bringing other animals or pets on site without permission will be asked to remove them immediately.

#### **12) Filming, photography and audio recording**

- a) We may film or photograph you at the Event and make the filming and photography for the purposes of our legitimate interests to make available to the public, globally::
  - i) in all forms of marketing and communications in print and online, including for example, on our websites, on online platforms, social media channels, and forms of physical advertising such as banners;
  - ii) at in-person and online events, such as conferences, public events, church meetings, and services; and
  - iii) as a downloadable asset (such as shareable social media graphics, email invitations and promo videos).
  - iv) If you do not wish to be filmed or photographed, please sit in the demarcated *no film zone* during sessions.
- b) Please note that no filming, videoing, or audio recording of Beginning Theology content by you is permitted at the Event. You are not permitted to upload the Event recording to any website, social media or any other digital or physical media during or after the Event.
- c) For Beginning Theology Online, we will be recording the sessions via Zoom. This is to capture the course content, and audio will be shared on the student portal.  
If you do not wish to be recorded, please change your name on Zoom to be your initials and keep your camera off. Zoom will ask for your consent to this to be recorded at the start of the call.
- d) Please note that the sessions are recorded for use by St Mellitus College. This is inclusive, of, but not limited to, sharing lecture content through our dispersed learning offerings and for audio on the student portal.

#### **13) Personal Belongings**

- a) You should keep your personal belongings with you at all times. Large luggage items can be stored for the duration of the Event, but at owner's own risk. We accept no liability for damage to, or loss of, personal belongings or property while on our premises.

#### **14) Car park**

- a) There will be no car parking available at the course venue.

#### **15) HEALTH CONSIDERATIONS**

- a) There will be hand sanitiser stations inside the course venue that are available for visitors, staff and volunteers to use.
- b) Please speak to an HTB team member should you have any safety concerns whilst on HTB premises.

#### **16) DATA PROTECTION**

- a) SMC and HTB will collect your personal data for the purposes of managing registrations to the course. In addition, SMC and HTB will collect your ethnicity information for the purposes of understanding our audience to be able to check the impact of our programmes and courses. By providing this information, you explicitly consent to HTB and SMC using this information for the above stated purposes.
- b) Additionally, we, SMC, would like to collect religious information regarding the church that you attend for the purposes of understanding the reach of our courses and how best to tailor them to our audience. This question is not mandatory. By providing this information, you explicitly consent to SMC collecting and using this information.
- c) Where there is a lead booker, the lead booker is responsible for themselves and the people that they are making the booking on their behalf. In agreeing to these Terms and Conditions the lead booker confirms they have received authorisation from their partner to provide their details to us for the purpose of processing their registration to attend Beginning Theology and (to the extent they have so indicated when registering). Prior to any transfer of personal data from the lead booker to SMC/HTB, the lead booker shall ensure that it has given all necessary notices to, and obtained any required consents from, the people that they are making the booking on their behalf to enable lawful sharing of personal data to SMC/HTB.
- d) The College holds information about all applicants to the College and all students at the College. The College uses the information from your application
  - i) To process your application and/or registration, to collect feedback and to send you information about the College and its events;
  - ii) To deliver your programme of studies, to collect feedback and for management activities such as strategic planning, and statistical analysis; and
  - iii) Such other activities reasonably required by the College for the provision of its duties under these Terms and Conditions.
- e) As a data subject, you can exercise any of the following rights at any time and at no cost except in circumstances where the request is manifestly unfounded or excessive, in which case we will charge a reasonable fee for the administrative costs of complying with your request:
  - i) the right to be informed on how we process your personal data;
  - ii) the right of access to your personal data;
  - iii) the right to rectification of your personal data;
  - iv) the right to erasure of your personal data;
  - v) the right to restrict the processing of your personal data;
  - vi) the right to data portability;
  - vii) the right to object to the processing of your personal data; and
  - viii) rights in relation to automated decision making and profiling.
- f) Please email [beginningtheology@stmellitus.ac.uk](mailto:beginningtheology@stmellitus.ac.uk) and [GDPR@htb.org](mailto:GDPR@htb.org) with your request if you would like to know your data subject rights under the UK data protection legislation.
- g) We shall not retain your personal and special category data, where relevant, for longer than necessary, in connection with our purposes of processing. We will store your identity data, which includes your registration data for a period of one (1) year after which we will destroy this information.
- h) We will store your financial data for a period of seven (7) years as required under our accounting and/or reporting obligations after which we will destroy this information.
- i) We, SMC, will store your photography data for a period of 3 years for the purposes of allowing us to market and advertise SMC's courses and programs.
- j) For more information, please see our Privacy Policies: [St Mellitus College](#) and [HTB](#).

## 17) LIABILITY

- a) Our first priority is the safety of our students, visitors, staff and volunteers. Subject to Clause 12b, we shall not be liable for:

- i) death or personal injury (including without limitation the transmission of COVID-19) to you or any other visitor to our premises;
  - ii) damage to, loss or theft of your personal belongings or property;
  - iii) any loss relating to viewing or inability to view any Beginning Theology Content;
  - iv) any cancellation, alteration or rescheduling of Beginning Theology;
  - v) any use of or reliance on any Content within Beginning Theology; and
  - vi) any indirect or inconsequential loss.
- b) Nothing in these Terms and Conditions limit or exclude our liability for:
- i) death or personal injury caused by our negligence;
  - ii) fraud or fraudulent misrepresentation;
  - iii) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- c) Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to Beginning Theology. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law.
- d) For the avoidance of doubt, we shall not be responsible for and you acknowledge that personal arrangements and expenditure, including travel, accommodation and other costs and expenses relating to attendance at the Beginning Theology are incurred at your own risk, and we shall not be liable to you for any wasted or unrecoverable costs or expenditure in relation to such arrangements, even if arising in relation to the cancellation or changes to Beginning Theology in accordance with these Terms and Conditions.

## **18) COMMUNICATIONS BETWEEN US**

When these Terms and Conditions refer to "in writing", this will include email.

- a) If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your registration.
- b) If you wish to contact us in writing for any other reason, you can send this to us by emailing [beginningtheology@stmellit.us.ac.uk](mailto:beginningtheology@stmellit.us.ac.uk).
- c) If we have to contact you or give you notice in writing, we will do so by email to the address you provide to us in your booking.

## **19) GENERAL Variation**

- a) We may revise these Terms and Conditions from time to time. Each time you register for Beginning Theology, the Terms and Conditions in force at that time will apply to the contract between you and us. In addition, we may revise these Terms and Conditions in accordance with clause 4.

### **Entire agreement**

- b) These Terms and Conditions constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms and Conditions.

**Assignment and transfer**

- c) We may transfer our rights and obligations to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- d) You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing.

**Rights of third parties**

- e) This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

**Severance**

- f) Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**Waiver**

- g) If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**Governing law**

- h) These Terms and Conditions are governed by English law. Any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by and construed in accordance with English law.

**Jurisdiction**

- i) The parties to these Terms and Conditions agree to the exclusive jurisdiction of the courts of England and Wales.

**Contact information**

**St Mellitus College**  
24 Collingham Road  
London  
SW5 0LX  
info@stmellitus.ac.uk

**Holy Trinity Brompton**  
Brompton Road  
London  
SW7 1JA  
getconnected@htb.org

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