

Darul Iftaa Muadh ibn Jabal Student Agreement (Terms and Conditions)

1. INTRODUCTION

- 1.1 The purpose of this document is to identify the basis of the agreement (**Agreement**) which you will have with the Darul Iftaa Muadh ibn Jabal (**the Darul Iftaa**) if you accept the offer of a place on a programme of study (**Programme**) which has been made to you (**Offer**). The Agreement is comprised of these terms and conditions (**Terms**) (and the documents referred to in them) and any of the Darul Iftaa's rules, regulations, policies and codes that are in force from time to time (**Policies**).
- 1.2 You will be asked to sign to confirm your acceptance of the Agreement upon enrolment and by doing so you warrant that you have read, understood and agree to the terms of this Agreement and understand that a legally binding contract is then formed between you and the Darul Iftaa.
- 1.3 If you do not act in accordance with this Agreement, the Darul Iftaa may take disciplinary action against you in accordance with its student disciplinary regulations. You hereby agree that all relevant staff will be advised of the outcome of any such action. Please be fully aware that, one of the possible outcomes of disciplinary action is that your enrolment at the Darul Iftaa may be terminated.
- 1.4 The Darul Iftaa reserves the right to make reasonable changes at any time to the Agreement as it deems appropriate or necessary. Copies of the current version of the Terms and the Policies will be made available by electronic means and any substantial changes will be brought to your attention.

2. DELIVERY OF YOUR PROGRAMME

- 2.1 The Darul Iftaa will provide you with tuition, learning opportunities and other related services which will lead to the appropriate award, subject to you successfully fulfilling the requirements of your Programme and modules. Specific details relating to the delivery of your Programme will be provided before or at the time of your enrolment on your Programme.
- 2.2 Where circumstances change outside of the Darul Iftaa's reasonable control the Darul Iftaa reserves the right to make changes to or cancel certain elements of or the entirety of the Programme at any time without liability to you. Circumstances falling outside of the Darul Iftaa's control shall include but not be limited to acts of God, industrial action or disputes (including action or disputes involving the Darul Iftaa's employees), over or under demand from students, staff illness, lack of funding, extreme or severe weather, fire, malicious damage, flood, natural disaster, war, terrorism, civil disorder, political unrest, explosion, national emergencies, government restrictions, failure of a utility service, transport or telecommunication network, default of third party suppliers and subcontractors and concern with regard to the transmission of serious illness.

3. CHANGES TO YOUR PROGRAMME

- 3.1 Information provided to you about the academic content, delivery and assessment of your Programme is indicative only. The Darul Iftaa does not undertake to offer the Programme precisely as stated nor does it undertake to adhere to indicated delivery

arrangements. The Darul Iftaa does, however, unless prevented by circumstances outside its reasonable control, undertake that you will be provided with a route to the named award for which you enrol over the same time period as was agreed at enrolment.

3.2 The Darul Iftaa has the right to alter the timetable, location, number of classes, method of delivery, content, assessment and syllabus of your Programme, provided such alterations are reasonable.

- a. Students on the full-time Iftaa programme are expected to be available between 8:00am and 3:00pm from Monday to Friday during term time, and Saturdays 8:00am and 12:00pm. The Darul Iftaa reserves the right to amend full-time timetables within these limits but will not timetable outside these limits without your explicit consent.
- b. Students on part-time programmes have a reasonable expectation that the Darul Iftaa will in the first year of study require attendance only within the time-slots stated at the time you enrolled. The Darul Iftaa reserves the right to amend part-time timetables in the first year of study but will not timetable outside these limits without your explicit consent. Where a Programme extends over more than one academic year, the Darul Iftaa does not undertake that the dates and times of attendance set for the first year will remain the same through all subsequent years.

3.3 The Darul Iftaa has the right to discontinue or decide not to provide the Programme or to merge or combine it with other Programmes of study, if such action is reasonably considered to be necessary by the Darul Iftaa in the context of its wider purposes. The Darul Iftaa will not normally withdraw a Programme until all students registered on that Programme have reached the original expected end dates of their studies.

3.4 In the event of any discontinuance of or fundamental changes to your Programme the Darul Iftaa will give you reasonable notice and you will be entitled to withdraw your application or withdraw from your Programme by telling the Darul Iftaa in writing. You may make a claim for a refund of any tuition fees and deposits you have paid.

4. EXCLUSION OF LIABILITY

4.1 The Darul Iftaa will be liable to you for any direct loss or damage you suffer if the Darul Iftaa either fails to carry out its obligations under this Agreement to a reasonable standard; or breach any relevant duties that the Darul Iftaa owes to you that are imposed on the Darul Iftaa by law (including if the Darul Iftaa causes death or personal injury to you by its negligence) and accordance to Shariah principles, but not to the extent that such failure is attributable to:

- a. your own fault;
- b. the fault of a third party; or
- c. an Event Beyond the Darul Iftaa's Control.

4.2 The Darul Iftaa does not accept responsibility, and expressly excludes liability to you or any third party arising out of or in connection with this Agreement, for the following, in respect of which you are advised to arrange appropriate Islamic insurance cover: any loss or damage to your property (including but not limited to any motor vehicle or cycle) while that property is on the premises of the Darul Iftaa, unless caused by the

negligence of the Darul Iftaa or its employees; death or any personal injury suffered by you unless caused by the negligence of the Darul Iftaa or its employees; loss of profit, loss of earnings, loss of opportunity, loss of business or contract, loss of goodwill or reputation, disappointment, distress or injury to feelings, living expenses and any indirect, special or consequential loss or damage, unless these were reasonably foreseeable at the commencement of your studies and were the result of a failure on the part of the Darul Iftaa to act reasonably.

- 4.3 Although the Darul Iftaa shall endeavour to ensure that computer equipment and software available for your use has reasonable security and anti-virus facilities and protections, you do use such computer equipment and any software provided by the Darul Iftaa at your own risk. The Darul Iftaa shall not therefore be liable for any loss or damage suffered by you as a result of use of any computer equipment or software provided or made available by the Darul Iftaa to you, including (but without limiting the general nature of this clause) any contamination of software or loss of files as a result of using the Darul Iftaa equipment or software. In addition, the Darul Iftaa will not be liable for the Darul Iftaa website or any learning platform (or any functionalities thereof) being temporarily unavailable.
- 4.4 If the Darul Iftaa is found liable to you for any breach of this Agreement or for any other act or omission of the Darul Iftaa or its employees or agents the liability of the Darul Iftaa shall be limited to the fees actually paid by you or on your behalf for the year of study in respect of the Programme to which that liability relates. If any other liabilities are owed due to Shariah principles, that will be payable too.
- 4.5 Nothing in this section or in the rest of this Agreement shall operate to exclude the Darul Iftaa's liability for death or personal injury caused by the Darul Iftaa's negligence, fraud or for fraudulent misrepresentations.

5. PAYMENT OF FEES

- 5.1 You must make payment promptly on demand for fees and charges due to the Darul Iftaa or other parties helping deliver part of your Programme. Where someone else is responsible for payment on your behalf, you must ensure that they do so. You remain responsible if they do not pay. Demand for payment will be made in accordance with the Darul Iftaa's practice at the time. If arrangements have been made whereby periodic payments fall due on agreed dates, you must make payment on such dates without any further notification from the Darul Iftaa. If any fee or charge remains outstanding after the due date, the Darul Iftaa reserves the right to terminate services this Agreement.
- 5.2 The Darul Iftaa may take such action (including legal action) as it deems necessary to recover such fee or charge. In addition, where there is non-payment of fees the Darul Iftaa may exclude you from the Darul Iftaa, prevent you sitting examinations, withhold certificates, prevent your re-enrolment and / or exclude you from ceremonies but will not apply an academic penalty.

6. Other Obligations and Expectations

Programme and learning environment

You can expect the Darul Iftaa to:	The Darul Iftaa expects you to:
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act openly and in good faith at all times.	be honest and truthful in all your dealings with the Darul Iftaa. In particular, you should note that this Agreement can be terminated if it is discovered that you have made false statements to the Darul Iftaa or have failed to disclose significant information.
make reasonable efforts to provide you with the tuition and learning support associated with your Programme with reasonable care and skill.	take responsibility for your own learning, working in partnership with staff to become a self-reliant, independent learner.
make reasonable efforts to deliver your Programme.	pursue your studies diligently, contributing effectively to your Programme and not to hinder the studies of others.
let you know as soon as possible if the Darul Iftaa needs to alter anything related to your Programme, such as a change in timetabling, location, type of class, assessment or syllabus.	attend teaching and learning events (lectures, seminars, tutorials, field trips, work placements etc.) associated with your Programme, subject to absence for medical or other agreed reasons. Unauthorised absence can lead to disciplinary action and/or exclusion.
give you access to all formal Darul Iftaa policies, including regulations, codes of practice and guidelines, within which your Programme will be delivered.	familiarise yourself and comply with relevant Darul Iftaa rules and regulations, including those relating to your Programme and the award for which you are enrolled.
make available appropriate infrastructure to support your learning, including teaching and learning space, library and information and communications technology (ICT) facilities.	make appropriate use of all the resources available, including staff, other students and library and ICT facilities, and comply with the Darul Iftaa usage policies.
provide clear information about your Programme and modules, and about the Darul Iftaa's expectations of what you need to achieve to complete your Programme successfully.	be aware of the information provided to you about the Darul Iftaa and your Programme and know where to look for reference to detailed information and guidance, whether electronic or paper based.
communicate with you by post or via your email address as appropriate.	check your email account regularly and frequently both during and outside of term time.
return marked work in a timely manner and according to the guidance set out in the Darul Iftaa's Academic Regulations.	complete and submit by the required deadlines any work to be assessed as part of your Programme, including any Fatawa, assignments, Research or project work related to individual modules.
encourage a professional and responsible learning environment and suitably support you, academically and pastorally.	play an effective part in the academic community and respond to requests to give

	your opinion about your learning and other experiences at the Darul Iftaa.
carry out regular monitoring of the quality of learning and teaching offered as part of your Programme. Where sponsored by an employer this may include sharing monitoring information with the employer.	contribute to internal and external procedures for assuring the quality of learning, teaching and assessment provided for you and other students.

Accountability and conduct

You can expect the Darul Iftaa to:	The Darul Iftaa expect you to:
treat you professionally and with respect.	co-operate with members of staff and behave appropriately, responsibly and with respect; not to harass any other student, staff or member of the public; and to refrain from causing damage to property at all times whilst you are a student of the Darul Iftaa. to act in accordance with any reasonable instructions or requirements issued to you from time to time by, or on behalf of, the Darul Iftaa.
act in accordance with Darul Iftaa procedures and Academic Regulations: 1. give you the right to make a complaint about matters that affect you and allow you the right to appeal decisions made about you; and 2. operate a fair and transparent disciplinary procedure.	be aware of the Darul Iftaa's procedures and Academic Regulations, including the rules relating to submission of mitigating circumstances, complying with deadlines by which representations have to be made.
take reasonable care to keep your personal details secure at all times, and to comply with the Darul Iftaa's obligations under the applicable data protection legislation.	ensure that the personal details the Darul Iftaa holds about you, including your current term-time and home address, are accurate and updated as soon as they change. This will help the Darul Iftaa to contact you quickly as and when needed.
conduct fair procedures for dealing with students who disclose criminal convictions either before or after enrolment, and other non-academic Programme requirements	disclose any unspent criminal convictions and cautions when applying to the Darul Iftaa and during your studies "Unspent convictions" are defined in the Rehabilitation of Offenders Act 1974. You may be required to disclose spent convictions and obtain a Disclosure and Barring Service check.

make publicly available (and annually update if required) details of the tuition fees and any other expenses relating to all the Programmes of study offered by the Darul Iftaa.	make sure all tuition fees and other expenses relating to your Programme are paid by the due date and agree to be bound by the Darul Iftaa's regulations on the payment of fees.
provide you with a fair, equitable and supportive environment in accordance with the Darul Iftaa's policy.	comply with Darul Iftaa rules and regulations regarding student behaviour and attendance.

7. DATA PROTECTION AND RECORDING

7.1 The Darul Iftaa will securely hold and process your personal data including some sensitive personal data whilst you are a student of the Darul Iftaa and after you have left the Darul Iftaa in accordance with the Darul Iftaa's data protection policy and any and all applicable data protection legislation. Sensitive personal data includes information held by the Darul Iftaa as to your physical or mental health, sexual life, racial/ethnic origin, the commission or alleged commission of any offence by you and any proceedings for an offence committed or alleged to have been committed by you (including the outcome or sentence in such proceedings). You agree to this personal data being processed in accordance with the Darul Iftaa's policies. The Darul Iftaa will process your data necessary for completion of your studies, administrative purposes, use of Darul Iftaa services, to meet legal duties. Where required to do so by law, your data may be disclosed to third parties.

7.2 The Darul Iftaa may video record educational activities in which you may be involved. Please note that generally you are not entitled to record Darul Iftaa educational activities yourself.

7.3 You hereby give explicit consent for the Darul Iftaa to check, verify or communicate with any government department, agency or similar body, any personal data that you have provided at any time during and in support of your application for admission to, and continued studies with the Darul Iftaa.

7.4 In some circumstances, the Darul Iftaa uses data in the form of photographs of classroom situations, including students in a classroom setting, as part of general marketing materials, for example in the Darul Iftaa's annual report, prospectus or Programme materials. The Darul Iftaa will make use of these photographs without requesting further consent. Personal data alongside photographs will only be used with explicit consent.

8. CONFIDENTIALITY

8.1 You undertake to keep confidential and not disclose to any third party, or use yourself (other than for the purposes permitted under or in accordance with this Agreement), any:

- a. confidential or secret information in any form directly or indirectly belonging or relating to the Darul Iftaa, or its business or affairs and whether disclosed by the Darul Iftaa and received by you or otherwise gathered by you and whether or not such information has been developed, modified or improved;

- b. any issues which you have experienced or are experiencing at the Darul Iftaa or in relation to your Programme;
- c. any disciplinary or investigative proceedings;
- d. the terms of this Agreement;
- e. anything else which the Darul Iftaa notifies to you as being confidential from time to time (Confidential Information).

8.2 These confidentiality obligations shall survive the expiry or termination of this Agreement for any reason, but shall not apply to any Confidential Information which:

- a. is publicly known at the time of disclosure; or
- b. becomes publicly known otherwise than through a breach of this Agreement by you; or
- c. can be proved by you to have reached you otherwise than by being communicated by the Darul Iftaa including being known to you prior to disclosure, having been developed by or for you wholly independently of the Darul Iftaa, or having been obtained from a third party without any restriction on disclosure on such third party of which you are aware, having made due enquiry; or
- d. is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by you, provided that, where practicable, the Darul Iftaa is given reasonable advance notice of the intended disclosure.

8.3 You shall not use any of the Darul Iftaa's Confidential Information for any purpose other than to perform your obligations under this Agreement.

9. NOTICES

- 9.1 Any formal notice that is required to be given by either the Darul Iftaa or you relating to this Agreement must be in given writing and where and to the extent possible (as the case may be) transmitted either by hand, by post, registered or recorded delivery service, by email to admin@fatwa-centre.com.
- 9.2 A notice shall be deemed to have been received by the other party either at the time at which it was delivered by hand, at the time at which the registered or recorded delivery services has recorded or 48 hours after transmission in the event of electronic communication.
- 9.3 The Darul Iftaa may also draw your attention to important information through announcements on the Darul Iftaa's website and other channels.

10. INTELLECTUAL PROPERTY

- 10.1 According to the Darul Iftaa's policy on intellectual property rights, the intellectual property in all ideas, materials or work produced by you and submitted as part of the requirements of the Programme will belong to its originators, unless specifically agreed to the contrary.
- 10.2 The Darul Iftaa either owns or has licensed to it the intellectual property in all Programme materials produced by the Darul Iftaa or on its behalf and such materials should only be used for your own personal study purposes. For the avoidance of doubt, they shall not be reproduced or otherwise used for commercial gain without the Darul Iftaa's prior written consent, which consent may be subject to a separate written agreement.

10.3 You hereby grant the Darul Iftaa without cost and in perpetuity a non-exclusive, worldwide, royalty-free licence for the use of any intellectual property materials generated by you in connection with your Programme.

10.4 In some instances, where working with others, you may be asked to sign a confidentiality agreement which you will be bound by.

11. COMPLAINTS

11.1 If you wish to make a complaint about the Darul Iftaa, you must use the Darul Iftaa's complaints and compliments procedure. This procedure has been devised to help to resolve any complaints by you as promptly and fairly as possible. The Darul Iftaa complaint procedure is available from the Administrator.

12. TERMINATION

12.1 This Agreement will end automatically:

- a. if you withdraw from your Programme at the Darul Iftaa;
- b. if you are required to withdraw in accordance with the Darul Iftaa's disciplinary or non-academic requirements procedures or by a decision of the appropriate board based on your academic performance;
- c. when you complete your Programme; and/or
- d. for non-payment of fees in accordance with the Darul Iftaa's fee regulations.

12.2 The Darul Iftaa may terminate its relationship with you in writing with immediate effect if:

- a. you are expelled or refused admission or membership by any organisation which you are expected to attend or be a member of as part of your Programme;
- b. between accepting the Offer and starting your Programme there is a change of your circumstances which, in the Darul Iftaa's reasonable opinion, makes it inappropriate for you to study on your Programme;
- c. The Darul Iftaa become aware of information about you which the Darul Iftaa did not know before and which, in the Darul Iftaa's reasonable opinion, makes it inappropriate for you to study on your Programme;
- d. in the Darul Iftaa's reasonable opinion you have failed to provide the Darul Iftaa with all relevant information, or have supplied false or misleading information, relating to your application for your Programme;
- e. your behaviour represents a significant risk to the health, safety or welfare of yourself or others;
- f. you have committed a material breach of this Agreement which is irremediable or, if remediable, you have failed to remedy within such period of time that the Darul Iftaa has afforded you;

g. you repeatedly commit breaches of this Agreement such that the Darul Iftaa is of the opinion that your conduct is not commensurate with an intention to comply with this Agreement;

12.3 If you fail to meet the conditions of the Offer or if you have not already enrolled at the time of termination the Darul Iftaa shall be entitled to refuse to enrol you on your Programme. If, at the time of termination you have enrolled, the Darul Iftaa shall be entitled to require you to stop studying on your Programme and leave the Darul Iftaa immediately.

12.4 On termination, you are required to return all property owned by the Darul Iftaa. You must pay all outstanding fees immediately.

12.5 Any action the Darul Iftaa take under the above provisions will not restrict its ability to take any other action against you that the Darul Iftaa have the right to take.

12.6 The Darul Iftaa will not be liable for any loss or damage of whatever nature which you may suffer as a result of any action taken against you by the Darul Iftaa to terminate this Agreement or disciplinary action by the Darul Iftaa (provided the action by the Darul Iftaa is taken properly in accordance with these Terms or the Darul Iftaa's procedures).

12.7 Termination of this Agreement howsoever arising shall not affect any provisions coming into or continuing in force which are to do so either expressly or by implication.

13. Cancellation Rights

13.1 Right to Cancel

- a. For the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if this Agreement constitutes an 'off-premises' contract or 'distance contract', then as a consumer you have a statutory right to cancel this Agreement within 14 days without giving any reason. The cancellation period will expire the earlier of 14 days from the day you received the material information relating to your course for which you have accepted the Offer of a place or 14 days from you signing the liability form at enrolment.
- b. To exercise the right to cancel, you must inform the Darul Iftaa of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post or e-mail). The Darul Iftaa's preference is for you to send an email to admin@fatwa-centre.com including the word 'cancellation' in the subject.
- c. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

13.2 Effect of Cancellation

- a. If you cancel this Agreement as set out above, the Darul Iftaa will reimburse to you all payments received from you.
- b. The Darul Iftaa will make the reimbursement without undue delay, and not later than 14 days after the day on which it is informed about your decision to cancel this Agreement.

- c. The Darul Iftaa will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

13.3 Cancellation After the Statutory Cancellation Period

- a. If you cancel the Agreement after the statutory cancellation period has expired, the Darul Iftaa will apply the principles of Ijarah and only mutually agree to cancel when the Darul Iftaa sees fit.

14. General

- 14.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, undertakings and any other communication, document or representation made between the parties, whether made in writing or orally. All representations, warranties, terms and commitments not expressly set out in this Agreement (whether implied by law, conduct, statute or otherwise) are excluded to the maximum extent permissible at law and each party agrees that it shall have no remedies in respect of them.
- 14.2 This Agreement is only enforceable by you and the Darul Iftaa. No other person shall have any rights in connection with this Agreement. You are prohibited from assigning or transferring it or any of the rights and obligations under it to a third party. The Darul Iftaa may assign, transfer, charge, subcontract or deal in any other manner with this Agreement or any of its rights and obligations under it without your prior consent. Neither party intends that any of the terms of this Agreement will be enforceable by any third party, by virtue of the Agreements (Rights of Third Parties) Act 1999.
- 14.3 If you breach this Agreement and the Darul Iftaa chooses not to exercise any right which it may have against you, that shall not prevent the Darul Iftaa from taking action against you in the future in respect of that breach or any further breaches by you.
- 14.4 If any part of this Agreement becomes illegal or invalid, the parts of the Agreement which are not illegal or invalid shall remain in force and the part which is found to be illegal or invalid shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed severed from the Agreement.
- 14.5 Except as expressly provided for in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.6 A reference to a statute or a regulation shall include any amendments made from time to time under that statute or regulation.
- 14.7 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 courts of England and Wales.

Signed _____)

By **Darul Iftaa Muadh ibn Jabal** (acting by _____)

Mufti Faraz Adam)

Date:

Signed _____)

By _____) _____

Date: