



# The College of Osteopaths

## Terms and Conditions

### 1. INTRODUCTION

- 1.1 The information provided below outlines the terms and conditions between you and the College of Osteopaths (the 'College') if you accept your offer of a place on the programme. A binding contract is formed between you and the College when you accept your offer of a place on the programme. This contract forms the basis of your relationship with the College. The information below provides important information which you need to understand before accepting your offer.
- 1.2 You should read these terms and conditions carefully before accepting any offer, as these terms and conditions set out your rights and obligations during your time as a student at the College. If you have any queries or questions concerning this information, please contact the Admissions team ([admissions@collegeofosteopaths.ac.uk](mailto:admissions@collegeofosteopaths.ac.uk)).

### 2. COLLEGE REGULATIONS

- 2.1 By accepting the offer of a place at the College you agree to comply with the provisions of the Student Charter, College Rules, Codes, Policies and Procedures ('the Regulations') that apply to enrolled students. The Regulations can be found here:  
<https://www.collegeofosteopaths.ac.uk/policies-and-procedures/>

In addition, by accepting your offer and enrolling with the university the College will be collaborating with for the purposes of delivering your programme (the 'Collaborating University') as detailed in the offer letter, you agree to comply with the Collaborating University's academic regulations relating to your programme.

- 2.2 Key provisions of the Regulations of which you should be aware of include (but are not limited to):
- 2.2.1 The College's expectations with regard to student attendance and academic progress as set out in the [Student Attendance at Teaching Weekends Policy](#) and the [Student Attendance at Clinic Policy](#). Failure to meet these expectations may mean that you are not permitted to progress on your programme.
- 2.2.2 The Collaborating University's rules regarding academic misconduct, including plagiarism, and the processes the Collaborating University uses to detect plagiarism, which can be found in the Academic Offences policy (<https://www.derby.ac.uk/about/academic-regulations/>). Breach of these rules may result in a disciplinary process and the imposition of academic related penalties and/or exclusion.
- 2.2.3 The College's rules regarding payment of sums due to the College, which can be found in the [Credit Control Policy](#). If you do not pay money that you owe to the College, the

College reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the College will consider all the circumstances of your case.

- 2.2.4 The College's expectations of student behaviour, as set out in the [Student Conduct & Disciplinary Policy](#). Breach of these rules could result in a disciplinary process and the imposition of sanctions, including expulsion from the College.
  - 2.2.5 The College's rules governing fitness to practise, as set out in the [Fitness to Practise Policy](#). A failure to observe these requirements may call into question your fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the College.
  - 2.2.6 The requirement that applicants to the programme undergo an enhanced Disclosure Barring Check (organised by the College) before they can be enrolled on the programme. See point 5 below.
  - 2.2.7 The requirement for students to declare, through the process of annual fitness to practise renewal, whether they have received a criminal conviction as set out in our [Fitness to Practise Policy](#).
- 2.3 The College reserves the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of the College, this will assist in the proper delivery of education. Changes are usually made for one or more of the following reasons:
- (a) to review and update the Regulations to ensure they are fit for purpose;
  - (b) to safeguard academic standards, for example, in response to external examiner feedback;
  - (c) to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;
  - (d) to incorporate sector guidance or best practice;
  - (e) to incorporate feedback from students; and/or
  - (f) to aid clarity or consistency of approach.
- 2.4 Any changes will normally come into effect at the start of the next academic year, although some may be introduced during the academic year where the College reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The College will take all reasonable steps to minimise disruption to students, wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. The updated

Regulations will be made available on the College's website and may be publicised by other means so that students are made aware of any changes.

- 2.5 Breach of the Regulations or contractual terms may result in the College requiring you to withdraw from your programme, the withholding of related services and facilities and/or the termination of your enrolment with the College.

### **3. ADMISSIONS AND ACCURACY OF INFORMATION**

- 3.1 You must provide accurate and complete information in your application form. If the College discovers that you have provided incorrect or fraudulent information, or if you are found to have omitted key information, the College has the right to withdraw the offer made to you, or if you have begun your programme the College has the right to withdraw you from it.

- 3.2 In the event that, between the acceptance of an offer by you and the beginning of your programme, there is a change in your circumstances which means that the information you gave in your application is no longer accurate or correct, you must notify the College at the earliest opportunity. If the change of circumstances would, at the time of application, have influenced the College's decision to offer you a place, the College reserves the right to terminate the place offered.

### **4. COMMUNICATIONS TO AND FROM THE COLLEGE**

- 4.1 On enrolment, you will be allocated with an email account. The College will send regular email communications to that account. It is your responsibility to check this account. Any communication sent to you by the College to your email account will be regarded as properly sent and received by you.

### **5. CRIMINAL CONVICTION AND DISCLOSURE & BARRING SERVICE CHECKS**

- 5.1 As a condition of taking your place at the College you are required to:

5.1.1 disclose on a continuing basis all criminal convictions;

5.1.2 undergo a valid enhanced disclosure check through the Disclosure and Barring Service (DBS) including a check against the adults' barred list or the children's barred list, as appropriate; and

5.1.3 complete the Professional Behaviours and Fitness to Practise document on enrolment.

- 5.2 If you have any criminal convictions, a risk assessment may be carried out to assess the risk to other students, staff and patients.

- 5.3 If the result of a risk assessment or DBS check is unsatisfactory, or it is found that any convictions or other information supplied is incompatible with the requirements of the

programme, the College will notify you and withdraw the offer made to you, or if you have begun the programme the College may withdraw you from it in accordance with the [Fitness to Practise Policy](#).

5.4 If you become the subject of any criminal proceedings, including criminal investigation and/or prosecution, whilst you are a student, you will need to tell the [Head of Education](#) at the earliest opportunity. In the most serious cases this may result in the College requiring you to withdraw from your programme and/or the termination of your registration with the College.

5.5 As part of the Fitness to Practise statement you are required to provide additional information, which will include mental health and welfare considerations. Failure to meet the required Osteopathic Practice Standards published by the General Osteopathic Council as set out in the Fitness to Practice Policy may lead to the College withdrawing its offer to you.

5.6 Any change of circumstance or information should be brought to the attention of the College immediately.

## **6. RIGHT TO CANCEL**

6.1 Once you have accepted your offer of a place on a programme you have 14 days in which to cancel your acceptance (“the Cancellation Period”) without giving any reason.

6.2 To exercise the right to cancel you must inform the College of your decision to cancel by providing a clear written statement (e.g. a letter sent by post or e-mail to [e.gold@collegeofosteopaths.ac.uk](mailto:e.gold@collegeofosteopaths.ac.uk)) in writing. You may use the model cancellation form included as an appendix to this document, but it is not obligatory.

6.3 If you cancel within the Cancellation Period, any fees paid by you to the College will be refunded in full.

6.4 If you cancel after the Cancellation Period, the College will not be obliged to refund any payments made by you. Depending on when you cancel (in particular whether it is before or after your programme commences) you may be obliged to pay a proportion of your tuition fees as set out in the [Credit Control Policy](#).

## **7. FEES AND PAYMENT**

7.1 You are required to pay a course fee (“Tuition Fee”) to the College for each year of your programme. Information on how to pay your Tuition Fee can be found in the Credit Control Policy. By accepting your offer, you agree to pay the Tuition Fee (and any other course-related costs and expenses).

7.2 It is your responsibility to make arrangements at the beginning of your programme for the payment of your fees.

- 7.3 If you are a self-funding student and have to pay your own fees, you can pay in a number of ways as set out in the Credit Control Policy.
- 7.4 The Tuition Fee notified/advertised to you by the College is the amount payable for the first year of your programme. If your programme is more than one academic year in length, the Tuition Fee payable for the second and subsequent years may increase each year by not more than 5% or the maximum permitted by law or government policy (whichever is the higher).
- 7.5 You are ultimately responsible for the payment of your Tuition Fee, even if you have applied for a loan from the Student Loans Company or a sponsor is paying the fees on your behalf. If your sponsor fails to pay or your student loan is withdrawn, you will be liable for any outstanding fees.
- 7.6 If you believe you might be at risk of being unable to pay your Tuition Fee you must discuss your situation with the Bursar at the earliest opportunity. The College adopts a supportive approach to the collection of Tuition Fees. In cases of genuine difficulty, the College will take reasonable steps to support you to pay any outstanding fees, which may include setting up payment instalments. Please note that the College has no obligation to agree alternative arrangements.
- 7.7 Where necessary the College reserves the right to take appropriate action against students who fail to pay their Tuition Fee and may apply sanctions against you, including refusing to allow re-enrolment and withholding your degree certificate.
- 7.8 The College will refer accounts that remain unpaid to an external debt recovery agency to pursue payment. Further details can be found in the College's Credit Control Policy.
- 7.9 Your programme may require you to pay other costs which are not covered by your Tuition Fee. These are set out in the programme information on our website.

## **8. YOUR OBLIGATIONS**

8.1 You are required to:

- pay the Tuition Fee and other fees in connection with your programme.
- attend all activities which form part of your programme, such as lectures, training, tutorials, examinations and other activities (subject to absence for genuine medical reasons or other circumstances acceptable to the College);
- complete and submit all course work required for the programme by published deadlines or inform Module Leaders where a situation arises that prevents you from doing so in accordance with the [academic regulations](#)
- comply with any professional standards, if applicable, in relation to the programme;
- comply with any and all of the Collaborating University's policies, rules and regulations to which the programme is subject;
- behave and conduct yourself in an appropriate manner in accordance with the College's [Student Charter](#) whilst engaged in College-related activities (whether on or off the College's premises);

- comply with any reasonable instructions given to you from time to time by or on behalf of the College; and
- disclose to the College any change of status or circumstances (or any other event) that may affect your eligibility to register with the General Osteopathic Council.

8.2 It is your responsibility to meet all the requirements set by the General Osteopathic Council relating to safeguarding the public and entry into the profession. Successfully completing the programme will assist you to do this, but will not guarantee that you will meet all such requirements because the General Osteopathic Council will also consider other factors (such as your character) when considering your entry into the profession. More information can be found on the [General Osteopathic Council](#) website.

## 9. EVENTS OUTSIDE OF OUR CONTROL

9.1 Sometimes circumstances beyond the reasonable control of the College which could not have been prevented even if the College had taken reasonable care (“Events Outside of Our Control”) mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the programme, related educational and other services and facilities as described.

9.2 Examples of Events Outside of Our Control include (but are not limited to):

- industrial action by third parties;
- the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
- power failure;
- acts of terrorism;
- pandemics, epidemics and other threats to public health;
- fire;
- severe weather conditions;
- natural disasters;
- political or civil unrest;
- damage, interruption or lack of access to buildings, facilities or equipment;
- the acts or delays of any governmental or local authority;
- legal or regulatory changes, including changes to government guidance;
- withdrawal by any government or local authority of any necessary licence; and/or
- insufficient uptake of a programme.

9.3 Where Events Outside of Our Control occur the College will notify you that the events have occurred and take all reasonable steps to minimise the resultant disruption to those students who are affected by, for example:

- offering the opportunity where reasonably possible to move to another programme;
- deferring the start date for the programme;
- delivering the programme in a different way, from another location or online, or at another time;
- delivering a modified version of the same programme;

- (e) assisting you to transfer to complete the programme at another institution; and/or
- (f) delivering other services and facilities in a different way, from a different location or online.

9.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the College and the College will follow its [Student Protection Plan](#). Alternatively, you may make a complaint under the College's [Complaint's Procedure](#).

9.5 Where, as a result of Events Outside of Our Control, it is necessary to close or discontinue or cease to deliver a programme, the College will follow its [Student Protection Plan](#).

9.6 Where Events Outside of Our Control occur and the College is unable to take steps to minimise the resultant disruption to students then neither the College nor you will be liable for the breach of this contract nor for the continued compliance with the contract including the provision of further tuition or services, payment of further fees, making refunds of fees paid or other loss or damage of any kind.

## **10. CHANGES TO COURSES AND SERVICES**

10.1 The College will use all reasonable endeavours to deliver teaching and related educational and other services and facilities required for your programme in accordance with the description applied to it in the academic year in which you begin the programme. However, the College will be entitled to make reasonable changes to the course or to other related educational and other services and facilities where that will enable the College to deliver a better quality of educational experience to students enrolled on the programme.

10.2 Such changes may be to:

- (a) the content and syllabus of the programme, including in relation to placements;
- (b) the timetable, location and number of classes;
- (c) the structure and/or timing of the academic year;
- (d) the method of delivery of courses, services and facilities; and
- (e) the examination and assessment process.

10.3 In making any such changes, the College will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will consult with affected students in advance about any changes that are required. If the College changes your programme and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the programme and, if required, offered reasonable support to move to another provider. Further guidance can found in the [Student Protection Plan](#).

10.4 The College does not exclude or limit in any way its liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

10.5 The College does not accept responsibility and expressly excludes liability to the full extent that is possible under the general law, for loss and/or damage to students' property or for infection of students' equipment caused by computer viruses, and for the consequences of any such damage.

## 11. COMPLAINTS

11.1 Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to the admissions team at [admissions@collegeofosteopaths.ac.uk](mailto:admissions@collegeofosteopaths.ac.uk)

11.2 The College has a comprehensive Student Complaints Procedure which includes both informal and formal options which students can use to resolve complaints. Full details of the complaints process can be found [here](#).

## 12. DATA PROTECTION

12.1 The College will collect information about you from your application, when you register and during your studies. Further details about what information we collect, why and how we use it can be found in the [Privacy Policy](#).

## 13. GENERAL

13.1 If any provision of this contract is or becomes illegal, invalid, void or unenforceable that shall not affect the legality, validity or enforceability of the other provisions.

13.2 If you breach this contract and the College chooses not to exercise any right which it may have against you, that shall not prevent the College from taking action against you in the future in respect of that breach or any further breaches by you.

13.3 This contract is only enforceable by you and the College. No other person shall have any rights in connection with this contract.

13.4 These conditions 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 exclusive jurisdiction of the courts of England and Wales.



**APPENDIX**

**MODEL CANCELLATION FORM**

Please fill out this form and send by post addressed to Attention: Evelyn Gold, College of Osteopaths at 13 Furzehill Road, Borehamwood, Hertfordshire, WD6 2DG or by email to College of Osteopaths at e.gold@collegeofosteopaths.ac.uk.

I give notice that I cancel my offer of a place to study on the ..... course commencing in [*month/year*].

Name of Applicant:

Address of Applicant:

Signature of Applicant .....

Date .....

