



# The College of Osteopaths

## Terms and Conditions

### 1. GENERAL DEFINITIONS

In this document, the following words and phrases have the meanings set out here:

“Programme”	means a course of study or research programme on which you apply to study at the College which is identified in the Offer
“Academic Year”	each period of twelve calendar months beginning on 1 September and finishing on 31 August;
“Collaborating University”	The University the College will be collaborating with for the purposes of delivering the Programme (as detailed in the offer letter).
“College” “we”; “us”; “our”	All refer to The College of Osteopaths, a company limited by guarantee with registered number 03631445 and with its registered office at 13 Furzehill Road, Borehamwood, Hertfordshire WD6 2DG, England;
“Website”	<a href="http://www.collegeofosteopaths.ac.uk/">http://www.collegeofosteopaths.ac.uk/</a> ; and
“you”, “your” and equivalent references	refer to you as an applicant or enrolled student (as the context requires) of the College

### 2. INTRODUCTION

- 2.1 The offer of a place on the programme is made subject to these terms and conditions. By accepting your offer of a place with the College, is also your acceptance of these terms and conditions and represents an agreement between you and the College. The document and any other policies or procedures to which it refers, together with communication of your offer and any Programme Specific Regulations applicable to the programme, form the Contract made between you and us (the “Contract”).
- 2.2 These Terms & Conditions set out your rights and the obligations you will be bound by during your time as a student and enrolment on the Programme. It should be noted that these terms and conditions relate solely to the provision of tuition-related services by the College.

### 3. COLLEGE REGULATIONS

- 3.1 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 that apply to enrolled students. The College regulations can be found here:  
<https://www.collegeofosteopaths.ac.uk/policies-and-procedures/>

In addition, by enrolling with the validating university you agree to comply with the Academic Regulations relating to the academic programme.

- 3.2 Key provisions of the Regulations of which you should be aware of include (but are not limited to):
- 3.2.1 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.
  - 3.2.2 The collaborating University's rules regarding academic misconduct, including plagiarism and the processes the 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.
  - 3.2.3 The College's rules regarding payment of sums due to the College, which can be found in the Credit Control Policy (available on the College website). 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.
  - 3.2.4 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.
  - 3.2.5 The College's rules governing fitness to practise, as set out in the Fitness to Practise Policy, which apply to professionally regulated courses, which lead to or satisfy the conditions of a professional qualification. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the College.
  - 3.2.6 The requirement that applicants to this programme undergo an enhanced Disclosure Barring Check (organised by the College) before they can be enrolled on this programme. See point 5 below.
  - 3.2.7 The requirement for students to declare, through the process of annual fitness to practise renewal, as to whether they have received a criminal conviction.
- 3.3 The Regulations are subject to periodic review and may be updated by the College from time to time to ensure that they remain fit for purpose and compliant with relevant legislation and regulations, e.g. the requirements of quality assurance/regulatory/accrediting bodies, to incorporate sector guidance or best practice, to aid clarity or consistency of approach, to comply with government policy. Any changes will normally come into effect at the start of the next academic year, although may be introduced during the academic year where the College reasonable 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 where possible, e.g. by giving reasonable notice of changes to Regulations before they take effect or by phasing in 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.

#### **4. ADMISSIONS**

- 4.1 You must provide accurate and complete information in your application form. If you do not 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.
- 4.2 The entry requirements for the Programme are detailed on the Website. Please review these requirements to ensure you are eligible.
- 4.3 We may withdraw or amend any Offer or terminate your studies at the College if we discover that your application contains incorrect or fraudulent information or if you are found to have omitted key information.
- 4.4 In the event that, between the acceptance of an Offer by you and the beginning of your course 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.

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

- 5.1 Before the College allows you to commence the Programme, you are required to:
  - 5.1.1 disclose all criminal convictions;
  - 5.1.2 subject yourself to a valid enhanced disclosure check undertaken 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 provide a Fitness to Practise statement, as detailed in your offer letter.
- 5.2 If you have criminal convictions, a risk assessment may be carried out to assess the risk to other students and staff.
- 5.3 If the result of a risk assessment or a 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 has the right to withdraw you from it.
- 5.4 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 Fitness to Practise standard will lead to the College withdrawing its offer to you.

5.5 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”) and you can do so for any reason.

6.2 To exercise the right to cancel you must inform the College of your decision to cancel this contract by a clear statement in writing. The College will accept notice of cancellation by email to [e.gold@collegeofosteopaths.ac.uk](mailto:e.gold@collegeofosteopaths.ac.uk) or post to [College of Osteopaths, 13 Furzehill Road, Borehamwood, Hertfordshire, WD6 2DG].

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

6.4 If you cancel your acceptance after the Cancellation Period, the College will not be obliged to refund any payments made by you. Depending on when you cancel the Contract (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 and information on how to pay your Tuition Fee can be found in the Credit Control Policy. If you accept the Offer, you agree to pay the Tuition Fee (and any other course related costs and expenses).

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

7.3 If you are a self-funding and have to pay your own fees, you can pay in a number of ways as set out in the College 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 Fees payable for the second and subsequent years may increase each year by the value of UK inflation (RPI) but in any event by not more than 5%.

7.5 It is your responsibility to pay any fees due on time and, regardless of whether a third party has agreed to pay on your behalf liability for payment of the fees will always remain with you.

7.6 You are ultimately responsible for the payment of your tuition fees, 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, the College will attempt to recover the fees from you directly.

- 7.7 If you believe you might be at risk of being unable to pay your tuition fees 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.
- 7.8 Where necessary the College reserves the right to take appropriate action against students who fail to pay their Tuition Fees and may apply sanctions against you, including refusing to allow re-enrolment and withholding your degree certificate.
- 7.9 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.
- 7.10 Your programme may require you to pay other costs which are not covered by your Tuition Fee. Examples include (but are not limited to) clinic coats, diagnostic testing kits, and DBS processing. Once students have enrolled the College arranges insurance with the Institute of Osteopathy (iO). Should you decide to withdraw you will be required to pay the cost of this insurance as part of a cancellation fee of £100. This cancellation fee includes a small administration cost of approximately £25.

## **8. YOUR OBLIGATIONS**

8.1 You are required to:

- pay all Tuition Fees and other fees in connection with your Programme.
- notify the College immediately if there are any changes to information that has been provided to the College including but not limited to with respect to criminal convictions, DBS Checks or the Fitness to Practice Statement;
- 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 Regulations;
- provide the College with an emergency contact name and details which may be used by the College at its discretion;
- 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.
- 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.

## **9. DISCLAIMER (INCLUDING WITHDRAWAL OR VARIATION OF PROGRAMME)**

- 9.1 The College will make all reasonable efforts to deliver the programme leading to its award as described in the materials published by the College.
- 9.2 The College reserves the right to vary arrangements in exceptional circumstances, which are beyond the College's reasonable control. Examples of such circumstances (but are not limited to):
- (a) acts of acts of God, flood, earthquake, windstorm or other natural disaster, including epidemics of infectious disease;
  - (b) fire, explosion or accidental damage;
  - (c) collapse of building structures, failure of machinery, computers or vehicles;
  - (d) labour disputes, including strikes and industrial and other action;
  - (e) interruption or failure of utility service, including but not limited to electric power, gas or water; or
  - (f) the acts, decrees, legislation, or restriction of any government.
  - (g) the unexpected absence or departure of key members of staff;
  - (h) Where the numbers recruited to a programme are so low that it is not possible to deliver an appropriate quality of education to students enrolled on it.
- 9.3 Where such events occur the College will seek to minimise the impact on the learning experience by, for example:
- (a) delivering a modified version of the same programme; or
  - (b) making available to affected students such learning or other support and other services and facilities as it considers appropriate;
  - (c) offering affected students the opportunity to transfer to another programme or to withdraw and be given reasonable support to move to another College,
- 9.4 The College will provide continued assurances of the standard and quality of the programme. Students will be informed of any changes to learning support, services and facilities by the College as soon as is practicable.
- 9.5 In addition to the circumstances described above, the College is entitled to make reasonable changes to the Programme where that will enable the College to deliver an equivalent or better quality of educational experience to students enrolled on the Programme. Examples of such circumstances may include changes to:

- (a) the content and syllabus of the Programme where developments in the subject area make that necessary;
- (b) the degree awarding partner institution and the osteopathic award, provided such alterations are reasonable;
- (c) the location of the Programme; or
- (d) the method of delivery of the Programme.

9.6 In making any such changes, the College will aim to keep the changes to the minimum necessary to achieve the required quality of experience. If the College changes a Programme, students who are not satisfied with the changes will be offered the opportunity to transfer to another course or, if required, to withdraw and be given reasonable support to move to another provider.

9.7 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.

9.8 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.

## 10. **TERMINATION OF THESE TERMS AND CONDITIONS**

10.1 If you choose to formally withdraw from your Programme before completion, and thus terminate your studies and your contract with the College, you must notify the College clearly and promptly in writing, and

- Cease attending lectures, and clinic
- Return all items and materials issued to you by the College; and
- Pay any outstanding sums owed to the College; and
- Cease using College facilities.

10.2 Your obligations under these terms and conditions will continue, in particular in relation to the proportion of your Tuition Fee payable, until you have completed the above-mentioned actions.

10.2.1 Once students have enrolled the College arranges insurance with the Institute of Osteopathy (iO). Should you decide to withdraw you will be required to pay the cost of this insurance as part of a cancellation fee of £100. This cancellation fee includes a small administration cost of approximately £25.

10.3 The termination of your studies for whatever reason (whether by you or by the College) shall not exempt or release you from your obligation to pay any fees due to the College or from complying with any other obligation under these terms and conditions which may have been required of you prior to termination of your studies.

10.4 If your studies are terminated by the College:

- The College shall be entitled to refuse to enrol you on the programme, if at the date of termination you have already enrolled;
- The College shall be entitled to require you to stop studying on the Programme, and to leave the College immediately, if at the date of termination you have already enrolled;
- The College will not be liable for any loss or damage of whatever nature which you may suffer as a result of action taken by the College in its termination of your studies; and
- You are required to immediately return the Student Identification Card, which was issued to you on enrolment, and any other property held by you, which belongs to the College.

## **11. DATA PROTECTION**

11.1 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 Data Protection Policy, which can be found on the Website.

## **12. GENERAL**

12.1 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.

12.2 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.

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

12.4 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.




I have read, understood and agree to the terms of this Contract. In particular I consent to the College processing my personal data, including sensitive personal data, for the purposes and in the manner set out in clause 11.

..... ⇐ *sign here*

..... ⇐ *print name*

..... ⇐ *date of signature*

Signed for and on behalf of the College:



⇐ *sign here*

Pat Hamilton

⇐ *print name*

25 February 2020

⇐ *date of signature*