



Student Terms & Conditions – Effective from August 2018



Student Terms & Conditions

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1. INTRODUCTION

- 1.1 As a student of the University College of Osteopathy (UCO) we want to be clear about the terms and conditions under which you will study with us from the time at which you accept a conditional or unconditional offer for a programme of study.
- 1.2 This document (the “Terms & Conditions”) sets out in detail the relationship between the UCO and its students (“students” or “you”) and forms part of the contract between you and the UCO.
- 1.3 The UCO was established in 1917 as the British School of Osteopathy. We are a registered company (Company No. 00146343), a designated institution under section 129 of the Education Reform Act 1988 and an exempt charity under the Charities Act 2011.
- 1.4 The UCO is regulated by the Office for Students (OfS) (or any organisation that replaces it) and is required to comply with the code of practice and academic quality standards maintained by the Quality Assurance Agency for Higher Education (QAA) (or any organisation that replaces it).
- 1.5 When you accept an offer of a place these Terms and Conditions shall take effect and you agree to be bound by and comply with these Terms and Conditions in addition to the following:
 - a) The [UCO’s Student Charter](#)
 - b) The [UCO’s regulations, policies and procedures](#) - see [Section 4](#) below
 - c) The [UCO’s Academic Quality Framework](#)
 - d) Any additional agreement that is required as part of your Programme, as set out in your course documentation.
 - e) Other documents referred to in these Terms and Conditions.
- 1.6 You should therefore read this and the other documents referred to carefully. They can be found on the UCO’s website and intranet, and, unless otherwise agreed, the latest versions of these documents will apply.
- 1.7 In addition to this document, the following documents also form part of these Terms & Conditions and you shall agree to observe them:
 - a) Your offer letter; and
 - b) The [UCO’s Tuition Fee Policy](#) - see [Section 6](#) below.

2. CANCELLATION

- 2.1 You have a statutory right to cancel your contract with the UCO within 14 days after the day on which you accepted the offer of a place. You do not have to give us a reason for the cancellation.
- 2.2 To cancel your contract with the UCO you can follow the instructions provided to you by UCAS, use the [model cancellation form](#) or send an email to registry@uco.ac.uk.
- 2.3 If your Programme commences within the 14 day period referred to above (for example, you have applied through adjustment or clearing), you no longer have the right to cancel and must terminate your registration in accordance with [Section 10](#) below.
- 2.4 If you or anyone on your behalf has made a payment to us and you subsequently cancel your contract with the UCO in accordance with paragraph 2.1, we will reimburse such payment to the person who has made payment in accordance with our [Tuition Fee Policy](#).
- 2.5 You may terminate your contract with the UCO after the expiry of the 14 day period referred to in paragraph 2.1, but you must do so in accordance with [Section 10](#) of these Terms & Conditions.

3. OFFERS, ADMISSION & REGISTRATION

- 3.1 Before you accept an offer of a place at the UCO, you should check that the details in the offer are complete and accurate. If you have any queries, you should contact the UCO's Admissions Office by email (admissions@uco.ac.uk) or telephone (+44 (0)207 0895316).
- 3.2 For undergraduate or postgraduate students who receive their offer directly from the UCO, these Terms & Conditions take effect when you accept the UCO's offer of admission in accordance with the terms of your offer letter.
- 3.3 For undergraduate students who receive their offer through UCAS, these Terms & Conditions take effect when you accept your offer through UCAS.
- 3.4 You agree to accept an offer of a place made by the UCO by following the steps set out in your offer letter; you must do this by the date given to you by UCAS or, if you are not applying through UCAS, by the date set out in your offer letter.
- 3.5 When you accept an offer of a place you agree to comply with any conditions set out in the offer.
- 3.6 When you accept an unconditional offer of a place, or when you meet the conditions of your offer, you will be entitled to register with the UCO for the academic year set out in the offer.
- 3.7 The UCO is committed to providing an inclusive and accessible environment, and strives to make reasonable adjustments to accommodate individual needs. Notification of disability early in the recruitment process enables the UCO to engage with you and discuss your support needs more effectively. All offers are conditional upon the UCO being able to implement the specific adjustments reasonably needed for you to complete your Programme. The UCO is more likely to be able to implement such adjustments in a prompt and timely fashion if you notify us of any disability early in the recruitment process and you engage in any necessary discussions or health assessments as required by the UCO.
- 3.8 You must register with the UCO and complete all required registration documentation within two weeks of your Programme start date.
- 3.9 You may not be permitted to register with the UCO if any of the following apply:
 - a) You do not show your identification documents in person to the UCO and/or you do not have the correct visa documentation.
 - b) You have provided incorrect or misleading information in a document relating to the application or in any other document.
 - c) You do not have the right to study in the United Kingdom.
 - d) You have a relevant criminal conviction contrary to the [UCO's Disclosure & Barring Service \(DBS\) Policy & Procedure](#).
 - e) You do not have DBS clearance, where this is required for your Programme.
 - f) You do not pay the Tuition Fees or, where applicable, provide information regarding the payment of Tuition Fees as required by the [Tuition Fee Policy](#).
 - g) You have an unpaid and outstanding debt to the UCO.
 - h) You do not meet the conditions set out in your offer letter.
- 3.10 Once you have registered with the UCO you will become a registered student of the UCO.

- 3.11 You must register for each subsequent academic year for the duration of your Programme within two weeks of your Programme start date. If you do not do so, you may be presumed “withdrawn” from the UCO and your contract with the UCO will terminate.
- 3.12 You will be entitled to register for subsequent years provided that:
- a) You have paid the Tuition Fees for the previous academic year;
 - b) You have not been withdrawn from the UCO;
 - c) You have not been convicted of a criminal offence that, had it existed at the time of your application or first registration you would not have been permitted to register;
 - d) You have met the relevant progression requirements for the previous years of your Programme; and
 - e) You are not suspended from the UCO.

4. REGULATIONS, POLICIES & PROCEDURES

- 4.1 You agree that you will observe the UCO’s regulations, policies and procedures. These include:
- a) Regulations, policies and procedures described within the [UCO’s Academic Quality Framework](#).
 - b) Regulations, policies and procedures published on the [UCO’s website](#).
 - c) Regulations and requirements described in your Programme documentation (i.e. Course Information Forms, Unit Information Forms and Course Handbooks).
- 4.2 The UCO’s regulations, policies and procedures contain important information about the expectations that the UCO has of you as a student and the relevant procedures and processes to be followed. These include but are not limited to the standards of behaviour expected (including how the UCO deals with academic misconduct), engagement with your studies, your attendance, what happens if you are unwell and how your studies may be suspended. They also set out what you need to do to progress to the next part of your Programme and to graduate and how your programme and examinations (including assignments) will be assessed. Our regulations, policies and procedures set out how you can raise complaints and concerns to the UCO, including how to challenge examination results.
- 4.3 Key provisions of the regulations, policies and procedures of which you should be aware include:
- a) The UCO’s expectations as regards student attendance, academic due diligence, and academic progress. Failure to meet these expectations may mean that you are not permitted to progress with your Programme. For further details please see:
 - i. Our Student Attendance Policy
 - ii. Our Compensation & Condonement Policy for Pre-Registration Osteopathic Courses
 - iii. Your Course Information Forms (Section 4: Course Regulations)
 - iv. Academic Quality Framework (Section 7: Academic Regulations)

- b) The UCO's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. For further details please see our:
 - i. Academic Discipline Policy
 - ii. Research Governance & Integrity Policy
 - iii. Research Misconduct Policy
- c) The UCO's code of conduct and disciplinary procedure, which sets out our expectations of student behaviour. Breach of the code could result in a disciplinary process which might result in expulsion from the UCO. For further details please see our:
 - i. Code of Conduct & Disciplinary Procedure
- d) The UCO's rules governing fitness to practise and professional standards of behaviour. A failure to observe these requirements may call into question your fitness to practice and result in a disciplinary process and the imposition of sanctions, including expulsion. For further details please see our:
 - i. Fitness to Practice & Professional Behaviour Policy

4.4 The UCO reserves the right to make reasonable changes to its regulations, policies and procedures. Such changes include but are not limited to:

- a) Ensuring that our regulations, policies and procedures are fit for purpose.
- b) Responding to changes in legislation or regulatory requirements.
- c) Incorporating sector guidance or good practice.
- d) Incorporating student feedback.
- e) Aiding clarity or consistency of approach.

4.5 You will be consulted and informed about any such changes which will normally come into effect at the start of a subsequent academic year unless the UCO reasonably believes that it is in the interests of students to introduce them part-way through the year or where this is required by law or other exceptional circumstances.

5. YOUR PROGRAMME OF STUDY

5.1 Following your registration, the UCO will, subject to these Terms & Conditions, provide you with a place on the programme set out in your offer letter ("the Programme").

5.2 The UCO will make reasonable efforts to deliver your Programme as described in the relevant printed or online prospectus for the academic year and as described in your course documentation (i.e. in the Course Information Form, Unit Information Forms and Course Handbook and Unit Handbooks for your Programme as appropriate).

5.3 The UCO may provide a number of elective classes or optional units as part of your Programme. The UCO cannot guarantee that all elective classes or optional units will be available to all students who may wish to take them.

5.4 The UCO will provide you with tuition and other teaching and learning support associated with your Programme with reasonable care and skill and shall further use reasonable endeavours to provide you with accurate and timely feedback on your academic work.

- 5.5 The UCO will examine you in accordance with its [Academic Quality Framework](#) and the relevant assessment regulations, policies and procedures.
- 5.6 Provided that you have registered for and pursued your Programme, paid the Tuition Fees, fulfilled the criteria for the qualification set out in the Course Information Form and have otherwise complied with our regulations, policies and procedures, the UCO shall confer on you any award to which you are entitled.
- 5.7 From time to time, in order to enhance provision for its students, the UCO enters into agreements with other academic institutions for the delivery of joint or dual awards with that institution. If your Programme is for a joint or dual award, other Terms & Conditions may apply, which will be provided to you.

6. FEES & ADDITIONAL COSTS

- 6.1 The UCO charges tuition fees for its programmes of study (“the Tuition Fees”). The amount of your Tuition Fee is set out in our [Tuition Fee Policy](#) and will be confirmed following assessment of your fee status as appropriate.
- 6.2 You agree to comply with the UCO’s Tuition Fee Policy and to ensure that your Tuition Fees are paid in accordance with it.
- 6.3 If you do not pay the Tuition Fees in accordance with the Tuition Fee Policy the UCO reserves the right to apply sanctions as set out in the Tuition Fee Policy, including withdrawal of access to services, refusing to allow you to re-register for subsequent years, withholding your results or not permitting you to graduate.
- 6.4 There may be additional costs relating to your Programme (“Additional Costs”) which you agree to pay to the UCO or to a relevant third party. These may include but are not limited to DBS checks, clinical equipment, travel to external clinics, field trips, museum visits, compulsory texts, materials, specialist clothing and printing costs. Additional costs for your Programme are published on our website: [Additional Course Costs](#).
- 6.5 Whilst the UCO makes reasonable efforts to ensure information regarding Additional Costs is correct, from time to time further or different Additional Costs may be identified in order to maximise the educational opportunities for its students. The UCO shall consult with you and inform you of any changes to additional course costs at the earliest opportunity.

7. OUR OBLIGATIONS TO YOU

- 7.1 The UCO will make every reasonable effort to provide you with appropriate access to a number of academic and other resources, including:
- a) The library and suitable learning resources, including online learning resources.
 - b) IT infrastructure, including a UCO email account and printing facilities.
 - c) Pastoral and learning support.
 - d) Accommodation advice.
 - e) Advice about life beyond the UCO (i.e. careers, employability and placement advice and support).
- 7.2 During your Programme or as part of it, you may have the opportunity to study abroad or undertake a placement. Details of this will be provided to you as appropriate.

- 7.3 The UCO will have in place appropriate regulations and policies and procedures to govern your Programme and your time as a student of the UCO, which it will make available to you and operate fairly and reasonably.

8. YOUR OBLIGATIONS TO US

- 8.1 You understand that following registration you are a student member of the UCO community and agree that as such you will behave respectfully to all other members of our community including external stakeholders.
- 8.2 You agree that you will participate reasonably in UCO procedures, including those contained within our regulations and policies, and if a sanction is awarded against you, including but not limited to a fine, you will comply with it.
- 8.3 You agree that you will be responsible for your learning and will pursue your studies conscientiously, making use of the resources and opportunities made available to you.
- 8.4 You agree that you will attend lectures, seminars and tutorials, clinic sessions (as appropriate), submit assignments and undertake examinations unless agreed otherwise with the UCO because of extenuating circumstances.
- 8.5 You will use your UCO email account or the relevant UCO virtual learning environment for all communications with the UCO.
- 8.6 You understand that the UCO will use your UCO email account to formally communicate with you following registration (unless the UCO agrees otherwise). As such it is the UCO's expectation that you will check your UCO email account daily.
- 8.7 You will take reasonable care of the health and safety of yourself and others within the UCO community and will co-operate with the UCO in fulfilling its obligations regarding health and safety.
- 8.8 You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the UCO.
- 8.9 You agree that you will disclose details of any criminal conviction received during your time at the UCO that, had it existed at the time of your application or first registration, would have meant you were not permitted to register with the UCO.
- 8.10 You agree that you will keep the contact information provided to the UCO up to date and inform the UCO promptly of any changes to this.
- 8.11 You will also, where applicable, inform the UCO immediately of any changes to your immigration status.
- 8.12 You agree that you will provide the UCO with feedback about your course and student experience when required.

9. COMPLAINTS AND APPEALS

- 9.1 The UCO has in place policies setting out how complaints may be made against it.
- 9.2 If you are an applicant to the UCO, you may raise a complaint about the manner in which your application was handled in accordance with the [UCO's Admissions Policy & Procedure](#).
- 9.3 Following registration, you may raise a complaint about your Programme or any other aspect of the UCO's service in accordance with the [UCO's Student Complaints Policy & Procedure](#). You may also appeal against the decision of an Examination Board in accordance with the UCO's Academic Appeals Policy.

- 9.4 If your complaint or appeal cannot be resolved in the manner using the relevant complaints or appeal procedures, it may be possible to apply for an external review of the complaint by the Office of the Independent Adjudicator for Higher Education (OIA), which can be found at: www.oiahe.org.uk.

10. TERMINATION OF YOUR STUDENT REGISTRATION BY YOU

- 10.1 You may withdraw from the UCO and terminate your registration at any time. To withdraw from the UCO you should follow the procedure described in the [Suspension of Studies & Withdrawal Policy](#).
- 10.2 If you terminate your registration and withdraw from the UCO you will be liable for the Tuition Fees for the academic year in accordance with the Tuition Fee Policy.

11. TERMINATION OF YOUR STUDENT REGISTRATION BY US

- 11.1 The UCO may withdraw your offer or terminate your registration and withdraw you from the UCO if any of the following apply:
- a) You do not pay the Tuition Fees.
 - b) You have provided false, incomplete, inaccurate or misleading information in your application to the UCO or at any other time.
 - c) You do not complete your registration with the UCO at the beginning of each year of your Programme.
 - d) A decision is made that you may not continue as a student of the UCO in accordance with our regulations, policies and procedures.
 - e) You do not meet your obligations under a Tier 4 visa or you no longer have permission to study in the United Kingdom.
 - f) You fail to meet the UCO's progression or award requirements.
 - g) You are unable to fulfil any requirement of your Programme including obtaining and/or maintaining membership of specified organisations.
 - h) Your behaviour represents a serious risk to the health, safety or welfare of yourself or others further to a [Code of Conduct and Disciplinary Procedure](#) or a [Fitness to Practice and Professional Behaviour Policy](#) investigation.
- 11.2 You understand that the UCO may monitor your attendance. If you are an international student and you do not attend or otherwise meet the obligations of your visa the UCO will withdraw your Tier 4 sponsorship, which will result in the termination of your registration and your withdrawal from the UCO.
- 11.3 On termination of your registration in accordance with Paragraph 11.1 or 11.2 you will be liable for the Tuition Fees for the academic year in accordance with the Tuition Fee Policy. Any outstanding fees may be paid immediately, in accordance with the Tuition Fee Policy, along with any other debt owed to the UCO.
- 11.4 If you have already paid more of your Tuition Fees than required, the UCO will reimburse the proportion of the Tuition Fees to you or the organisation or person who has made the payment so that Tuition Fees are paid in accordance with the Tuition Fee Policy.
- 11.5 On termination of your registration you are required to return to the UCO your ID card and all other UCO property.

12. CHANGES TO YOUR STUDENT REGISTRATION

- 12.1 If you wish to request a change to your student registration status you must contact the UCO as follows and, following discussion with you, it will confirm whether the change is possible.
- To transfer to a different Programme, refer to the [Course Transfer Policy](#) and contact your Course Leader.
 - To defer your first registration, contact the Admissions Team (admissions@uco.ac.uk).
 - To suspend your studies, refer to the Suspension of [Studies & Withdrawal Policy](#) and contact the Student Support Manager.
 - To change from full time to part time study or from part time study to full time study, refer to the Course Transfer Policy and contact the Student Support Manager or your Course Leader.
- 12.2 No changes requested by you will be binding on you or the UCO unless they are agreed in writing by the UCO.

13. CHANGES TO YOUR PROGRAMME

- 13.1 The UCO may make changes to your Programme or its other obligations to you either before or after you have registered with the UCO. The UCO will aim to keep the changes to the minimum necessary to achieve the required quality of experience. You shall be consulted on any changes to your Programme and the changes will be communicated to you in writing as far in advance of any change as reasonably possible. The UCO will take all reasonable steps to mitigate any negative impact on you as a result of the changes.
- 13.2 Reasons for making changes to your Programme include, but are not limited to:
- To make updates to reflect best practice and academic developments for the benefit of students.
 - To improve the Programme and your experience of it.
 - To meet the requirements of external or accrediting bodies.
 - As a result of staff changes within the UCO.
 - Responding to changes in legislation.
 - Incorporating sector guidance or good practice.
 - Incorporating student feedback.
- 13.3 If you have deferred entry, suspended your studies or undertake a year abroad or placement year you should note that the UCO may make changes to your Programme which will apply on your return.
- 13.4 As set out in Paragraph 5.3, the UCO makes no guarantee that elective classes or optional units detailed in the print or online prospectus or in your Course or Unit Information Forms will be available.
- 13.5 If you do not agree to the UCO making a change to your Programme, you may raise a complaint in accordance with [Section 9](#). You may also decide to withdraw from your Programme, in which case you must follow the Suspension of Studies & Withdrawal Policy as described in [Section 10](#). If required, you will be offered reasonable support to help you transfer for another provider.

- 13.6 In exceptional circumstances the UCO may discontinue a Programme or may decide not to run a Programme in a particular academic year where the numbers recruited to it are so low that it is not possible to deliver an appropriate quality of education. In those circumstances the UCO will use its reasonable endeavours to assist you to transfer to an appropriate alternative programme or to another provider.

14. SUSPENSION BY THE UCO

- 14.1 The UCO may suspend your registration in accordance with our regulations, policies and procedures.
- 14.2 Suspension by the UCO will normally be:
- a) To enable an investigation to be carried out into allegations of misconduct, where the allegation is such that in the reasonable opinion of the UCO, you cannot attend the UCO whilst the investigation is carried out.
 - b) A sanction following the procedures set out in our regulations and policies.
 - c) Because in the reasonable opinion of the UCO, it will be detrimental to the health, safety or welfare of you or others for you to attend the UCO in accordance with Paragraph 11.1h.
- 14.3 You have the right to appeal against a suspension in accordance with our regulations, policies and procedures.

15. OUR LIABILITY TO YOU

- 15.1 This section sets out and limits the legal liability of the UCO or its officers, employees or agents to you.
- 15.2 The UCO is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms & Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.
- 15.3 Nothing in this section limits liability arising from:
- a) Death or personal injury caused by the negligence of the UCO or its officers, employees or agents; or
 - b) Fraud or fraudulent misrepresentation.
- 15.4 The UCO and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:
- a) Damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by the negligence of the UCO or its officers, employees or agents.
 - b) Non-return of work submitted for assessment.
 - c) Loss attributable to a breach of any procedural requirement detailed in these Terms & Conditions, or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met.
 - d) Death or personal injury that is not caused by the negligence of the UCO or its officers, employees or agents.
 - e) Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising.

- 15.5 Except for those circumstances described in Paragraph 15.3, any liability of the UCO in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, that the UCO receives from its insurers in respect of that particular loss.
- 15.6 The UCO will not be in breach of these Terms & Conditions or liable to you for any loss and/or damage arising from delay in performing or failing to perform its obligations under these Terms & Conditions if such delay or failure results from matters outside the UCO's control which could not have been foreseen or prevented even if the UCO had taken reasonable care. Matters outside the UCO's control include but are not limited to:
- strikes and industrial action;
 - the unanticipated departure or absence of key members of staff;
 - power failure;
 - severe weather;
 - natural disaster;
 - epidemic or pandemic;
 - fire;
 - war, civil disorder or unrest;
 - riot;
 - terrorist attack or the threat of one;
 - restrictions imposed by the government or public authorities.

In such circumstances the UCO will use all reasonable endeavours to minimise any disruption by, for example, offering affected students the chance to move to another programme or provider, or by delivering a modified version of the same Programme, but it reserves the right to cancel, delay or change part or all of your Programme and its obligations set out in these Terms & Conditions.

16. DATA PROTECTION

- 16.1 The UCO will collect, hold and process data relating to you ("personal data") in order to meet its obligations to you under these Terms & Conditions and for the purposes stated in its [Privacy Notice for Applicants & Students](#) published on our website.

17. IMMIGRATION REQUIREMENTS

- 17.1 The UCO is under a legal obligation to ensure that all students comply with relevant visa or immigration requirements and it may report any non-compliance to the Home Office, UK Visas and Immigration or any statutory body that replaces it.
- 17.2 The UCO may request information and documents from you to ensure that you are complying with any visa or immigration requirements. You must comply with such requests within a reasonable time (or any specific timeframe stipulated by the UCO). If you do not meet any visa or immigration requirements, or if you fail to provide the necessary information within a reasonable time, the UCO may elect to terminate your registration (whether immediately or otherwise) and withdraw you from your Programme.

- 17.3 If you are a Tier 4 international student, you must familiarise yourself and comply with your specific attendance monitoring requirements as well as any other requirements specified in your visa. If you do not comply with the UCO's attendance, monitoring and other requirements for Tier 4 international students, with the conditions of your Tier 4 or any other visa, or with the United Kingdom's immigration rules, the UCO may withdraw you from your Programme and report you to the Home Office, UK Visas and Immigration or any statutory body that replaces it.

18. OTHER IMPORTANT TERMS

- 18.1 Each of the paragraphs of these Terms & Conditions operates separately. If part of these Terms & Conditions becomes void, illegal, invalid or otherwise unenforceable, the rest of the Terms & Conditions will continue in full force and effect.
- 18.2 Failure or delay by you or the UCO to enforce any breach by the other of these Terms & Conditions will not constitute a waiver of any provision and will not prevent you or the UCO from taking steps to enforce that provision.
- 18.3 In the event of inconsistencies between these Terms & Conditions and any other contract information provided to you, these Terms & Conditions shall prevail. In the event of inconsistencies between this document and other documents referred to in it, this document shall prevail.
- 18.4 These Terms & Conditions are governed by the law of England and Wales and you and the UCO agree that any legal proceedings regarding them or the services described in them shall be brought in the English courts.

