

Admissions Terms and Conditions 2021/2022

Providers Name: BCNO Ltd, trading as the British College of Osteopathic Medicine (BCOM) and the European School of Osteopathy (ESO)

University Partner: University of Plymouth

By accepting BCNO's Offer of a place on a programme you accept these Terms and Conditions in full. Take a moment to learn more about your rights and our expectations.

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1. Introduction

- 1.1 The BCNO Group was established in 2021 following the merger of the British College of Osteopathic Medicine (BCOM) and the European School of Osteopathy (ESO). We still trade as the ESO or BCOM, and therefore you will receive communication from whichever institution you applied to.
- 1.2 These Terms and Conditions represent an agreement between BCNO Group ('the Institution', 'BCNO', 'BCOM', 'ESO', or 'we') and you, a student (whether prospective or current) on a programme of study at BCNO ('you').
- 1.3 We are a registered company (Company No. 00562119), and an exempt charity under the Charities Act 2011.
- 1.4 As a student of BCNO, 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. You will receive offers from either ESO or BCOM, depending on which institution you applied to but the terms and conditions are the same irrespective of place of study.
- 1.5 BCNO is regulated by the Office for Students (Ofs) and is required to comply with the code of practice and academic quality standards maintained by the Quality Assurance Agency for Higher Education (QAA).
- 1.6 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 BCNO regulations, policies and procedures including those of our validating body, the University of Plymouth.
 - b) Any additional agreement that is required as part of your Programme, as set out in your course documentation.
 - c) Other documents referred to in these Terms and Conditions.
- 1.7 You should therefore read this, and the other documents referred to carefully. They can be found on the BCNO Group's websites and intranet, and, unless otherwise agreed, the latest versions of these documents will apply.
- 1.8 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 BCNO Course Fee Policy

1.9 If you have any questions about these Terms and Conditions or require them and/or associated documents in an alternative format, please contact Admissions at admissions@eso.ac.uk (ESO applicant) or admissions@bcom.ac.uk (BCOM applicant) or by post

- British College of Osteopathic Medicine (BCOM), 6 Netherhall Gardens, London NW3 5RR
- European School of Osteopathy (ESO), Boxley House, The Street, Boxley, Kent ME14 3DZ

2.0 Your Programme of Study

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

2.2 BCNO 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.

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

2.4 BCNO 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.

3.0 Conditions of Registration and Admission

3.1 Before you accept an offer of a place at BCNO, you should check that the details in the offer are complete and accurate. If you have any queries, you should contact the BCNOs Admissions Office by email admissions@eso.ac.uk or admissions@bcom.ac.uk).

3.2 For students who receive their offer directly from BCNO, these Terms & Conditions take effect when you accept the BCNO’s offer of admission in accordance with the terms of your offer letter.

3.3 For 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 BCNO 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 BCNO for the academic year set out in the offer.

3.7 BCNO 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 BCNO to engage with you and discuss your support needs more effectively. All offers are conditional upon BCNO being able to implement the specific adjustments reasonably needed for you to complete your Programme. BCNO 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 BCNO.

- 3.8 You must register with BCNO and complete all required registration documentation within two weeks of your Programme start date.
- 3.9 You may not be permitted to register with BCNO if any of the following apply:
- a) You do not show your identification documents in person to BCNO 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 BCNO's Disclosure and Barring Service (DBS) Policy and Procedure
 - e) You do not have DBS clearance.
 - f) You do not pay the Course Fees or, where applicable, provide information regarding the payment of Course Fees as required by the Course fee Policy
 - g) You have an unpaid and outstanding debt to BCNO.
 - h) You do not meet the conditions set out in your offer letter.
- 3.10 Once you have registered with BCNO you will become a registered student of BCNO.
- 3.11 It is the responsibility of each student to register at the start of each academic year within the first two weeks of the semester. By failing to do so, your contract with BCNO may be terminated.
- 3.12 You will be entitled to register for subsequent years provided that:
- a) You have paid the Course Fees for the previous academic year.
 - b) You have not been withdrawn from BCNO.
 - 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 BCNO.

4.0 Policies, Procedures and Regulations

- 4.1 You agree that you will observe the BCNO 's regulations, policies, and procedures and those of the validating body, the university of Plymouth.
- 4.2 BCNO 's regulations, policies and procedures contain important information about the expectationsthat BCNO 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 BCNO 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 BCNO, including how to challenge examination results.
- 4.3 Key provisions of the regulations, policies, and procedures of which you should be aware include:
- a) BCNO '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. Your Programme Information
 - iii. Academic Regulations of the University of Plymouth
 - b) The BCNO '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.
 - c) BCNO '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 BCNO. For further details please see our: Disciplinary Policy and Procedures.
 - d) BCNO 's rules governing fitness to practise and professional standards of behaviour. A failure to meet 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: Fitness to Practice Policy
- 4.4 BCNO 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 BCNO 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.

5.0 Fees and Additional Costs

- 5.1 BCNO charges course fees for its programmes of study (“the Course Fees”). The amount of your Course Fee will be confirmed following assessment of your fee status as appropriate.
- 5.2 You agree to comply with the BCNO’s Course Fee Policy and to ensure that your Course Fees are paid in accordance with it.
- 5.3 If you do not pay the Course Fees in accordance with the Course Fee Policy BCNO reserves the right to apply sanctions as set out in the Course 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.
- 5.4 There may be additional costs relating to your Programme (“Additional Costs”) which you agree to pay to BCNO 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.
- 5.5 Whilst BCNO 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. BCNO shall consult with you and inform you of any changes to additional course costs at the earliest opportunity.

6.0 Right of Cancellation and Refund

- 6.1 The contract between you and BCNO will be deemed to be in effect from the date on which you sign your enrolment form on the first day of the programme. If you no longer want to take part in the programme, you have the right to cancel this agreement within 14 days without giving any reason (even if you change your mind), although BCNO may ask why you decided to terminate the agreement for future planning purposes.
- 6.2 If you wish to exercise your statutory right to cancel, you must inform BCNO Admissions, of your decision to cancel the Contract by a clear statement (e.g., a letter sent by post or email), which includes your name, address, and the programme offered to you.
- 6.3 If you cancel your Contract in accordance with Clause 4 (Policies, Procedures and Regulations), BCNO will reimburse the full tuition fees received from you. BCNO will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. Reimbursement will be made using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise with you; in any event, you will not incur any fees as a result of the reimbursement.
- 6.4 If your cancellation period expires after enrolling (including after the cancellation period expires), you may cancel your contract and withdraw from your programme. you must contact BCNO Admission if you wish to withdraw from your programme following the cancellation period (including after enrollment).
- 6.5 Students sponsored by UKVI would not be eligible to receive any refund of deposit after CAS and unconditional letter has been issued.

7.0 Our Obligation to You

- 7.1 BCNO 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 BCNO email account and printing facilities.
 - c) Pastoral and learning support.
 - d) Advice about life beyond BCNO (i.e., careers, employability and placement advice and support).
- 7.2 BCNO will have in place appropriate regulations and policies and procedures to govern your Programme and your time as a student of BCNO , which it will make available to you and operate fairly and reasonably.

8.0 Your Obligation to us

- 8.1 You understand that following registration you are a student member of BCNO 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 to BCNO 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 BCNO because of extenuating circumstances
- 8.5 You will use your BCNO email account or the relevant BCNO virtual learning environment for all communications with BCNO.
- 8.6 You understand that BCNO will use your BCNO email account to formally communicate with you following registration (unless the BCNO agrees otherwise). As such it is BCNO 's expectation that you will check your BCNO email account daily.
- 8.7 You will take reasonable care of the health and safety of yourself and others within the BCNO community and will co-operate with BCNO 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 BCNO.

- 8.9 You agree that you will disclose details of any criminal conviction received during your time at BCNO that, had it existed at the time of your application or first registration, would have meant you were not permitted to register with BCNO.
- 8.10 You agree that you will keep the contact information provided to BCNO up to date and inform BCNO promptly of any changes to this.
- 8.11 You will also, where applicable, inform BCNO immediately of any changes to your immigration status.
- 8.12 You agree that you will provide BCNO with feedback about your course and student experience when required.

9.0 Appeals and Complaints

- 9.1 If you wish to complain about the service you receive from BCNO, you should refer to the Student Complaints Procedure and follow the procedures described. This procedure has been produced to help BCNO resolve any complaints you may have as promptly, fairly and amicably as possible.
- 9.2 If, having followed the Complaints Procedure to completion, you remain dissatisfied and, if you are an enrolled student, you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education which can be found at: www.oiahe.org.uk.
- 9.3 If you wish to appeal a decision that you receive from BCNO, you should refer to the Admission Policy and follow the procedures described. This policy similarly looks to deal with all appeals in a prompt and fair manner.

10.0 Termination of your Student Registration

- 10.1 Your rights and obligations under the Contract will end automatically, subject to your rights of appeal and your obligation to pay fees, if your studies with the BCNO are terminated because:
- i. A request from BCNO for additional information in support of an application/enrolment remains unanswered within the period stipulated by BCNO;
 - ii. You have failed to enrol with BCNO and/or pay outstanding fees in accordance with the BCNO's Admission Policy;
 - iii. BCNO has reason to believe that you are not fully engaged with your studies, or that you may have left the programme without following published Withdrawal Procedures;
 - iv. Action has been taken against you to withdraw you from your Programme in accordance with BCNO's Student Disciplinary Policy and /or Fitness to Study/Practice; or

- v. Action has been taken against you to withdraw you from your Programme following the decision of a Board of Examiners, for example; course termination due to amount of failed assessment.

10.2 In addition, BCNO may end the Contract by written notice to you in the following circumstances:

- i. If, between accepting an offer and starting your programme, there is a change in your circumstances which, in the reasonable opinion of BCNO, makes it inappropriate for you to study on your programme;
- ii. If BCNO becomes aware of information about you which it did not know before (for example, unspent criminal convictions) which, in the reasonable opinion of BCNO, makes it inappropriate for you to study on your programme; or
- iii. If, in the reasonable opinion of BCNO, you have failed to provide BCNO with all relevant information, or have supplied false or misleading information, relating to your application for your programme.

10.3 If at any time the Contract terminates:

- i. You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled);
- ii. You shall be required to stop studying on your programme and to leave BCNO immediately (if, at the date of termination, you have enrolled);
- iii. You must return your Student Identification Card issued to you on enrolment, together with all property owned by BCNO;
- iv. You must pay all outstanding fees, charges and debts immediately; and
- v. Your rights and obligations under the Contract will end automatically, subject to your rights of appeal and your obligation to pay fees.

11.0 Changes to your Student Registration

11.1 If you wish to request a change to your student registration status you must contact the BCNO as follows and, following discussion with you, it will confirm whether the change is possible.

- a) To transfer to a different Programme, refer to the Student Transfer Policy and contact your Course Leader.
- b) To defer your first registration, contact the Admissions Team (admissions@eso.ac.uk or admissions@bcom.ac.uk).
- c) To suspend your studies, refer to the Suspension of Studies and Withdrawal Policy and contact the

Registry Department.

- d) 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 Registry Department or your Programme Leader (or equivalents).

11.2 No changes requested by you will be binding on you or BCNO unless they are agreed in writing by BCNO.

12.0 Suspension of your Study

12.1 BCNO may suspend your registration in accordance with our regulations, policies and procedures.

12.2 Suspension by BCNO 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 BCNO, you cannot attend BCNO 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 BCNO, it will be detrimental to the health, safety or welfare of you or others for you to attend BCNO in accordance with section 11.

You have the right to appeal against a suspension in accordance with our regulations, policies and procedures

13.0 Changes to your programme

13.1 BCNO may make changes to your Programme or its other obligations to you either before or after you have registered with the BCNO. BCNO 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. BCNO 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:

13.3 If you have deferred entry, suspended your studies you should note that the BCNO may make changes to your Programme which will apply on your return.

13.4 As set out in Paragraph 2.3, BCNO makes no guarantee that elective or optional units detailed in the prospectus or in your Programme Handbook will be available.

13.5 If you do not agree to BCNO making a change to your Programme, you may raise a complaint in accordance with Section 8. 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 8. If required, you will be offered reasonable support to help you transfer for another provider.

13.6 In exceptional circumstances BCNO 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 BCNO will use its reasonable endeavours to assist you to transfer to an appropriate alternative programme or to another provider in line with our Student Protection Plan.

14.0 Liability

- 14.1 Nothing in these terms and conditions will limit or exclude BCNO's liability for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation.
- 14.2 Whilst BCNO takes all reasonable care to ensure the safety and security of its students whilst on ESO and BCOM campus, BCNO does not accept responsibility, and expressly excludes liability for damage caused to students' property or intellectual property, other than through the negligence of BCNO, its staff or agents. You are advised to insure your property against theft and other risks.
- 14.3 BCNO shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of BCNO.
- 14.4 Otherwise, our liability to you with respect to the provision of your programme, the cancellation, postponement, or amendment of the programme, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject matter of these terms and conditions, is limited to 3 times the total amount of tuition fees paid by you.
- 14.5 BCNO shall not be liable to you arising from matters outside our control or if BCNO is prevented from delivering its services to you as a result of matters outside its control. This includes but is not limited to: strikes, other industrial action, staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic disease, or failure of public utilities or transport systems. However, reasonable steps will be taken to minimise the disruption to those services.

15.0 Data Protection

- 15.1 BCNO holds information about all applicants to BCNO and we use the information provided by applicants and/or students for the reasons set out in the BCNO's Data Protection Policy and Student Privacy Policy
- 15.2 BCNO will only process your personal data in accordance with the BCNO's Data Protection Policy and otherwise as permitted by the European General Data Protection Regulation (GDPR). The same restrictions govern equivalent data processing by both ESO and BCOM.
- 15.3 By submitting your application form and/or accepting your Offer, you consent to the use of your personal data in accordance with this Clause 12. You should refer to the BCNO's Data Protection Policies for

more information which is accessible on the website.

15.4 Students who are involved in dealing with other peoples' personal data (for example in some research projects, or in the course of a work placement) must ensure that they abide by the requirements of data protection law (which contains requirements about security of personal data, and how such data is used and shared. They should refer to relevant policies and seek guidance from their tutor or supervisor where appropriate.

16.0 Immigration

- 16.1 BCNO 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.
- 16.2 Students applying under the Points Based System will need to obtain a Confirmation of Acceptance for Studies (CAS) from BCNO. As a sponsor, BCNO has policies and procedures for verifying compliance with immigration obligations
- 16.3 BCNO 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 BCNO). If you do not meet any visa or immigration requirements, or if you fail to provide the necessary information within a reasonable time, BCNO may elect to terminate your registration (whether immediately or otherwise) and withdraw you from your Programme.
- 16.4 If you are a student studying on a student visa, 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 BCNO 's attendance, monitoring and other requirements for students studying on a student visa, with the conditions of your student or any other visa, or with the United Kingdom's immigration rules, BCNO may withdraw you from your Programme and report you to the Home Office, UK Visas and Immigration or any statutory body that replaces it.

17.0 Intellectual Property

- 17.1 If undergraduate or postgraduate students (whether research or taught) generate IP during their studies or research at BCNO, the student will typically be the first owner. BCNO can, however, take ownership of some intellectual property in some circumstances.
- 17.2 `For example, if a student generates a piece of IP, and:
- I. Under a contract with a third party that requires ownership by the institution (e.g., a studentship funded by BCNO); and/or
 - II. If the IP is generated with the involvement of BCNO's employees, or if the IP is built upon IP that BCNO's employees have previously developed.
- 17.3 As part of 17.2 (I) and/or (II), the student must assign their IP to BCNO, so that BCNO becomes the owner of the IP. All students will be automatically regarded as having accepted this requirement to

assign their intellectual property rights to the institution in the above circumstances as a condition of being accepted for admission to their degree programme.

17.4 Further information is contained within the BCNO's Intellectual Property Policy and Procedures.

18.0 General

- 18.1 The terms of the Contract shall only be enforceable by you and the BCNO.
- 18.2 No failure or delay by BCNO or you to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
- 18.3 If any term, condition, or provision contained in the Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent, be severed from the Contract between yourself and BCNO without affecting the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law
- 18.4 In the event of any conflict between a provision in these terms and conditions and the other documents forming part of the Contract, these terms and conditions shall take precedence.
- 18.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed 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 deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.
- 18.6 The courts in England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in relation to the Contract and that in any such proceedings these terms and conditions and the Contract into which they are incorporated will be governed by and interpreted in accordance with the laws of England and Wales.