

# Admissions Terms and Conditions

## 2023 onwards

**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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## 1.0 Introduction

- 1.1 These terms and conditions ('Terms and Conditions') represent an agreement between BCNO Group, British College of Osteopathic Medicine (BCOM) and the European School of Osteopathy (ESO) ('the Institution', 'BCNO', 'BCOM', 'ESO', or 'we') and you, a student (whether prospective or current) on a programme of study at BCNO ('you').
- 1.2 These Terms and Conditions establish the basis on which we will provide educational services to you after you enrol as an undergraduate, postgraduate taught or postgraduate certificate student (each a 'programme') at BCNO. This includes the clinical practices we provide to students studying for a programme of study at BCNO.
- 1.3 Once you accept BCNO's offer of a place on a programme, a legal contract is formed between 'you' and the BCNO.
- 1.4 It is important that you read these Terms and Conditions with care and understand their content before accepting your Offer.
- 1.5 These terms and conditions, as well as: (i) the procedures, policies and regulations referred to within these terms and conditions (ii) your offer letter from British College of Osteopathic Medicine (BCOM) and the European School of Osteopathy (ESO) ('the Institution', 'BCNO' or 'we') form the contract between you in relation to your studies at the BCNO (the "Contract") as at the point at which you accept your Offer.
- 1.6 Should you have any questions about these Terms and Conditions or require the Terms and Conditions and associated documents in an alternative format, please contact Admissions in the first instance, at:  
[admissions.eso@bcnogroup.ac.uk](mailto:admissions.eso@bcnogroup.ac.uk) (ESO applicant) or  
[admissions.bcom@bcnogroup.ac.uk](mailto:admissions.bcom@bcnogroup.ac.uk) (BCOM applicant)

Or by post to:

British College of Osteopathic Medicine (BCOM)  
Frazer House, 6 Netherhall Gardens, London NW3 5RR

European School of Osteopathy (ESO)  
Boxley House, The Street, Boxley, Kent ME14 3DZ

## 2.0 Definitions

- 2.1 By accepting the BCNO's Offer of a place on a programme (whether through an UCAS or other application process), you agree to these Terms and Conditions in full, which together with your Offer letter from BCNO ('the Offer').

- 2.2 “BCNO”, “we”, “us” and “our” refers to British College of Osteopathic Medicine (BCOM) and the European BCNO of Osteopathy (ESO) Osteopathy.
- 2.3 You” and “your” refers to student or applicant.
- 2.4 Reference to accepting an offer to study at the BCNO includes any such acceptance, regardless of whether it is on a “first choice” or “insurance choice” basis

### **3.0 Legal Framework**

- 3.1 BCNO operates within a framework of laws, for example:
  - 3.1.1 Equality Act 2010, which promotes equality of opportunity and prohibits unlawful discrimination, harassment, and victimisation.
  - 3.1.2 The Higher Education (Freedom of Speech) Act 2023, which contains measures to ensure that freedom of speech within the law is secured for members, students, and employees of BCNO and for visiting speakers.
  - 3.1.3 The Human Rights Act 1998, which contains provisions making it unlawful for public authorities to act in a way which is incompatible with certain rights under the European Convention for the Protection of Human Rights and Fundamental Freedom.
  - 3.1.4 The Counter-Terrorism and Security Act 2015, which contains provisions requiring Higher Education Providers generally to have due regard to the need to prevent people from being drawn into terrorism, and extremism as well as to cooperate with a local panel which has “the function of assessing the extent to which identified individuals are vulnerable to being drawn into terrorism”.
  - 3.1.5 The General Data Protection Regulations 2018 which sets out the principles on which individuals’ personal data may be processed.
  - 3.1.6 The Consumer Rights Act 2015 and other consumer laws, which contain various provisions intended to protect consumers’ interests, which can include the interests of students and applicants.
- 3.2 These legal duties can change if the law changes. These terms are subject to those laws and any changes to these or other laws that the Government brings into effect.

### **4.0 Amendments to University (University of Plymouth) and BCNO’s policies, procedures, and regulations**

- 4.1 From time to time, BCNO and the University of Plymouth may update and replace their regulations, policies, and procedures so that they operate efficiently for students and comply with relevant legal and regulatory requirements. All important changes to the regulations, policies and

procedures will be appropriately communicated to the students. You can always find the latest versions of all documents on the policy area on the websites at any time.

- 4.2 By accepting an Offer, you agree to comply with, and be bound by, the Contract including these terms and conditions and all the BCNO's and University of Plymouth regulations, policies and procedures as published on the BCNO website (BCOM and ESO) (as amended from time to time and as applicable to you).
- 4.3 By enrolling each year, you will be reaffirming your acceptance of these terms and conditions (and the terms of the Contract) for that year.
- 4.4 All of these policies can be found in the Policy section of the BCOM and ESO website and VLE.

## **5.0 Applications**

- 5.1 For a student to be eligible to study at BCNO, it is a requirement that they accept all the terms of their offer and/or that they meet all the necessary legal and other requirements that are relevant to their programme choice.
- 5.2 You are responsible for ensuring that all information you provide to BCNO (and/or to UKVI, if you require immigration permission to study at BCNO) is true and accurate. In case your application contains material of inaccuracies or fraudulent information, or significant information has been omitted from your application form, BCNO may withdraw or amend your Offer, without liability to you. BCNO may not refund any deposits, advanced tuition fees, or any other costs associated with your application.
- 5.3 In the event that you disagree with any decision made by BCNO about this matter, you should in the first instance contact the Admissions team [admissions.bcom@bcnogroup.ac.uk](mailto:admissions.bcom@bcnogroup.ac.uk). If you disagree with the decision, you will be required to provide evidence explaining why you consider the decision to be incorrect. For further information, please refer to the Complaints Procedure for enrolled Students, which applies to existing students, or the Admissions Policy, which applies to prospective students. Both these policies can be found on the webpages of BCOM and ESO.
- 5.4 The Offer BCNO makes to you will be conditional or unconditional. As part of your conditional offer, the BCNO will explain the conditions you need to meet in order to be admitted onto your chosen programme.
- 5.5 Should you fail to meet the conditions of your Offer before the date outlined in your Offer or before any other date specified by the BCNO, we reserve the right to withdraw your Offer Letter. This means that you will not be entitled to enrol onto the programme.

- 5.6 Prior to admission, you will need to provide satisfactory evidence of your qualifications (including English language qualifications if required). BCNO may terminate your Offer, your registration as a student of the BCNO (BCOM/ESO), and your contract if you do not provide BCNO with such evidence to its reasonable satisfaction.

## **6.0 Applicants and students with learning difficulties**

- 6.1 BCNO welcomes applications from prospective students with any learning difficulties. Students and applicants with disabilities are encouraged to notify the admission at the earliest opportunity so that any appropriate arrangements can be provided to support you in the application process. We recommend that you contact the Admissions Team in the first instance so that they can advise you accordingly.

## **7.0 Immigration**

- 7.1 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
- 7.2 The BCNO does not have a legal obligation to sponsor you and will exercise caution before issuing CAS so as not to endanger its sponsorship status.
- 7.3 By law, BCNO must verify that you have the correct immigration permission/stay to study in the UK (no matter where you come from). To register, you will need to provide original evidence of your valid immigration status confirming that you have the right to study in the UK, if required, by the UK government. Original evidence of your valid immigration status is generally your passport, Unconditional Offer Letter, and your immigration student visa. Your contact details will also be required (including your UK address (where relevant), home telephone number and/or mobile telephone number). Such evidence will also be requested during the application process. To keep your immigration status valid throughout your programme, you will need to provide evidence of your right to study in the UK. This must be provided every academic year to BCNO. If your limited permission is due to expire during your programme, you will need to demonstrate that you have obtained further permission to remain or, where applicable, Indefinite Leave to Remain. Upon failure to provide such evidence to us within a reasonable timeframe, we may reject your registration (without liability to you) or withdraw you from your programme.
- 7.4 You must take responsibility for ensuring that you comply with the terms of your visa whilst studying at BCNO.

- 7.5 Students who are subject to UK immigration conditions must abide by those conditions. Failure to do so may result in withdrawal. You can find information on the conditions of stay applicable to your specific immigration status on the gov.uk website.
- 7.6 By being sponsored by BCNO under the Student visa route, you agree to comply with the conditions of your stay in the UK and to notify the BCNO of pertinent changes. As a Sponsor License holder, BCNO must provide UKVI with information about students it sponsors. BCNO is required to withdraw sponsorship of your visa and/ or notify the Home Office if you do not comply with Home Office (UKVI) rules and any conditions of your visa, including but not limited to:
- Your overall attendance is not deemed to be acceptable.
  - Your registration has been terminated, or you withdraw or commence a break in study.
  - You successfully complete your programme of study in a shorter period than originally planned; or
  - You fail to comply with any of the conditions that apply to your visa as outlined in the International Student Guide.
- 7.7 You may lose your right to enter and/or remain in the United Kingdom if you voluntarily withdraw from your studies or if your registration is terminated by BCNO (for example by breaching a rule, regulation or these terms and conditions)
- 7.8 If your visa is revoked for any reason, or if you lack the required permissions to study in the UK, or if you do not comply with the conditions attached to any permission, BCNO may refuse to admit or enrol you and may withdraw you from your course. BCNO may terminate your registration on your programme and terminate the Contract with you. You will not be entitled to a refund of any deposit or tuition fees already paid. If you believe such a decision is incorrect, you may refer either to the relevant part/s of the BCNO's admission policy.
- 7.9 On occasion, BCNO will need to contact the Home Office to clarify details on outstanding visa applications and previous immigration history. By accepting these terms and conditions of study, you consent to BCNO contacting the Home Office on your behalf and the Home Office releasing such information to the BCNO.
- 7.10 Your registration will be terminated by BCNO if you do not have valid immigration status to study in the UK.
- 7.11 If your application for a Student Visa is denied, BCNO will not sponsor you for a CAS again.
- 7.12 The UKVI does change its rules from time to time, so keep up to date. In any change which affects your eligibility to study, BCNO is bound to comply with

UKVI's applicable legislation. In the event of any changes, BCNO will notify affected applicants as soon as possible.

## **8.0 Condition of Admission and Registration**

- 8.1 To be admitted to BCNO and to enjoy any privileges of membership with BCNO and the University resources, including access to services and facilities, you must follow the terms of the Contract and register with the BCNO.
- 8.2 Unless there is a good reason not to do so, we expect you to fulfil all the academic requirements of your programme in accordance with the terms of the Contract, including submission of programme work and other assignments, attendance at examinations and attendance at lectures, seminars and any other such teaching sessions provided by BCNO. A failure to attend a summative assessment will normally be recorded as a failure of that assessment. A 100% clinic attendance is required.
- 8.3 If you breach any of the contract terms or any of its documents, BCNO and University of Plymouth can take disciplinary action against you under the University's and/or BCNO's Student Disciplinary Policy.
- 8.4 By accepting an Offer, you are confirming that you have no unspent criminal convictions (excluding motoring offences) that you have not previously declared through the application process. If this is not the case you must contact the BNCO via [admissions.bcom@bcnogroup.ac.uk](mailto:admissions.bcom@bcnogroup.ac.uk) prior to enrolment so that BCNO can consider whether such convictions are compatible with membership of BCNO and the University and, in particular, with a place on your programme. Disclosure of spent convictions is required, as specified by Admissions as part of the application process (see BCNO Admissions Policy – policy section on BCNO website).
- 8.5 If you commit a criminal offence whilst you are an enrolled student, this will need to be declared to the Registry Department as it may affect your place at BCNO. All students enrolled in the programme are expected to comply with the requirement of completing both an annual health check as well as a criminal records check

## **9.0 Fees and Payment**

- 9.1 UK Government caps undergraduate and postgraduate tuition fees for UK students. Fees are set by BCNO may vary from programme to programme. If you are an international student (non-EEA, EU or EEA) or international student from Switzerland excluding Ireland, please note that BCNO reserves the right to increase the tuition fees set out in your Offer letter each year by 2% or the Retail



Price Index (RPI), depending on the cost of delivering educational services with the BCNO. Should BCNO increase your tuition fees, BCNO will inform you as soon as reasonably practicable.

- 9.2 Once a student commences a programme, BCNO hopes to be able to keep the same tuition fee for that student in subsequent academic years. However, it is possible that changes in government policy or regulation, or increased costs of delivering your programme may mean that tuition fee increases in future years are applied on the basis set out below.
- 9.3 BCNO is not responsible for fluctuations in currency exchange rates. Tuition fees must be paid in the specified currency. At BCNO, every programme is priced in British pounds. Further, BCNO does not accept any responsibility for charges incurred by you through your bank or credit card; the stated full tuition fees must be paid by you.
- 9.4 By accepting the BCNO's offer of a place, you agree to the BCNO's assessment of your fee status.
- 9.5 You are responsible for your own living expenses, travel, and accommodation costs. If the programme you are studying requires other costs to be incurred as part of the programme (for example the cost of clinic coats), then this will have been notified to you in programme documentation.
- 9.6 In the event that your tuition fees have not been paid in full by their due date BCNO may refuse to permit you to continue on your programme of study and terminate the Contract (without incurring any liability to you). This can result in your being suspended, not being allowed to enrol, or not being allowed to graduate.
- 9.7 Please also note that the BCNO Student Debt Policy also provides detail regarding the handling of student debt.
- 9.8 The amount of your tuition fees may vary depending on whether you are a "Home/EU student" or an "Overseas" student. More information on this can be found [here](#).
- 9.9 BCNO may pursue legal proceedings against you if you are in debt to BCNO and/ or the BCNO may instruct a third-party debt collection agency.
- 9.10 If you have any concerns regarding payment of fees or require further information about programme fees (including the refund of tuition fees), please contact [admissions.bcom@bcnogroup.ac.uk](mailto:admissions.bcom@bcnogroup.ac.uk).

## **10.0 Tuition Fee Increases**

- 10.1 Students on programmes of study of more than one year should be aware that tuition fees may increase every year, although in the main fees will remain constant for the duration of the study.

- 10.2 Once a student commences a programme, BCNO hopes to be able to keep the same tuition fee for that student in subsequent academic years. However, it is possible that changes in government policies or regulations, or increased costs of delivering your programme may mean that tuition fee increases in future years are applied on the basis set out below.
- 10.3 In such cases, BCNO reserves the right to increase fees annually, subject to the cap on increases provided for at paragraph [10.4] below. This may mean that any tuition fee increases apply to self-funding overseas (non-EU) students, but not to home/EU students, where those fees are subject to a cap imposed by regulatory requirements. Where such increases are necessary, BCNO will give affected students not less than three months notice before the start of the academic year to which the fee increase is intended to apply.
- 10.4 In any event, an annual increase in tuition fees will not exceed the cap specified in this paragraph. This does however mean that students entering the second, or later years of study may be charged fees which increase in each year of study. However, unless the increase is required to comply with legislation or regulatory requirements, such a fee increase shall not exceed a 5% increase on the previous academic year's tuition fee for the programme in question.
- 10.5 Any such increase shall also be subject to any restriction on such increases imposed by legislation or regulatory requirements.

## **11.0 Delivery of Advertised Programme and Services**

- 11.1 BCNO has established records of providing higher education to students and have each developed a Student Protection Plan to provide assurance to current and future students that appropriate arrangements are in place to protect the quality and continuation of study for all students. BCNO will make every effort to ensure that the programmes they offer to students are delivered as validated. However:
- 11.1.1 Due to the period between prospectus publication and registration, circumstances may change due to factors beyond the BCNO's reasonable control and therefore it may sometimes be necessary to vary the terms or content of the programme or services described in the prospectus. BCNO will use all reasonable endeavours to ensure that changes are kept to a minimum, but if we are required to make any significant changes to the terms of the Contract or your programme (as described in your Offer and/or prospectus) before you register at BCNO, BCNO shall bring these to your attention as soon as possible and if you reasonably believe that the proposed change will prejudicially affect you, you may either cancel the Contract and withdraw from the programme without any liability to

BCNO for tuition fees (even if the cancellation period referenced below has expired) or transfer to such other programme (if any) as may be offered by the BCNO and for which you are qualified;

- 11.1.2 Following suitable consultation with students (as a minimum informing student of the changes in advance and giving them appropriate opportunity to comment on the proposals) BCNO reserves the right to vary minor elements of your programme (including variations to, but not removal of, modules) from that described in the Contract in order to improve the quality of educational services, and/ or in response to student feedback.
- 11.1.3 BCNO will only make other changes to programmes in the limited circumstance set out below. Examples of "changes" include changes to the content or structure of programmes, or to the location or method of teaching or assessment, or to the type of award. The circumstances where changes may be made or required are:
- i. Where changes are in students' overall interests, for example because of developments in teaching practice or technology, new assessment methods, or where a campus redevelopment or restructuring of BCNO means that teaching locations change to a different site.
  - ii. Where a key member of staff is no longer available (e.g., through illness or resignation) and suitable alternative teaching or supervision arrangements cannot be provided. This might be where the member of staff concerned has a particular specialism which cannot be adequately covered by other members of BCNO staff, or by other resources (e.g., temporary staff) that BCNO would normally engage in such circumstances.
  - iii. Where a teaching location becomes unavailable for reasons outside BCNO's control, for example because of flooding; or
  - iv. Where regulatory or government requirements mean that changes have to be made to better ensure compliance. Examples of such changes might be changes to how BCNO is required to operate because of changes to a professional body's/ accrediting body's/ commissioning body's requirements or changes to immigration rules or other laws/regulations.

- 11.2 If we are proposing to make a significant change to your programme, BCNO will notify you as soon as possible and in the case of the removal of a module, we will provide you with a suitable replacement module. In the case of a

significant change (for example, closing a programme during a student's studies), we will consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.

- 11.3 Where changes or programme closures are proposed or have to be made for the reasons outlined above, BCNO will take all reasonable steps to minimise disruption to students. More on this can be found within the BCNO's Student Protection Plan.
- 11.4 If you choose to cancel the Contract (and withdraw from your programme) BCNO will use reasonable endeavours to assist you in finding an alternative comparable programme with another Higher Education provider.

## **12.0 Liability**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

### **13.0 Cancellation and Refund Policy**

- 13.1 The contract between you and BCNO will be deemed to be in effect from the date on which you complete 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.
- 13.2 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.
- 13.3 If you cancel your Contract in accordance with this Clause 4 (Amendments to University and BCNO's policies, procedures, and regulations), BCNO will reimburse to you the 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.
- 13.4 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 enrolment).

### **14.0 Intellectual Policy**

- 14.1 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.
- 14.2 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.
- 14.3 As part of 14.2 (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.

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

## **15.0 Termination of Contract**

- 15.1 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:
- 15.1.1 A request from BCNO for additional information in support of an application/enrolment which remains unanswered within the period stipulated by BCNO.
  - 15.1.2 You have failed to enrol with BCNO and/or pay outstanding fees in accordance with the BCNO's Admission Policy.
  - 15.1.3 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.
  - 15.1.4 Action has been taken against you to withdraw you from your Programme in accordance with BCNO's Disciplinary Policy; or
  - 15.1.5 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
- 15.2 In addition, BCNO may end the Contract by written notice to you in the following circumstances:
- 15.2.1 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.
  - 15.2.2 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
  - 15.2.3 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
  - 15.2.4 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.

## **16.0 Requirements on termination of this contract**

- 16.1 If at any time the Contract terminates:
  - 16.1.1 You shall not be entitled to enrol on your programme (if, at the date of termination, you have not already enrolled).
  - 16.1.2 You shall be required to stop studying on your programme and to leave BCNO immediately (if, at the date of termination, you have enrolled).
  - 16.1.3 You must return your Student Identification Card issued to you on enrolment, together with all property owned by BCNO.
  - 16.1.4 You must pay all outstanding fees, charges, and debts immediately; and
  - 16.1.5 Your rights and obligations under the Contract will end automatically, subject to your rights of appeal and your obligation to pay fees.
- 16.2 Any action taken by BCNO under the above provisions will not restrict its ability to take any other action against you which it may be entitled to take. BCNO will not be liable for any loss or damage which you may suffer as a result.

## **17.0 Data Protection**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.

## **18.0 Serving Notice, Communication and Keeping in contact**

- 18.1 Both ESO and BCOM normally send communications via email to the student's BCNO email account. Where hardcopy correspondence is required (for example if it is required by a policy or procedure) it will be sent to the student's 'home' or main residence address as recorded on the BCNO's Student Records System.
- 18.2 It is your responsibility to ensure that all personal and contact details are accurately recorded and updated and that your e-mail account is regularly monitored.
- 18.3 Correspondence will be deemed to have been received by you if sent either to your BCNO (ESO and/or BCOM) e-mail account or your 'home' or main residence address as recorded on the BCNO's Student Records System.
- 18.4 BCNO will not usually over-turn decisions because of a claim of missed communications where it can be shown that the BCNO (ESO and/or BCOM) contacted students through the BCNO (ESO and/or BCOM) email account and/or through communications sent to the home or main residence as recorded on the BCNO's Student Records System.

## **19.0 Appeals and Complaints**

- 19.1 If you wish to complain about the service you receive from the BCNO, you should refer to our Complaints Procedure for Enrolled Students 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.
- 19.2 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.
- 19.3 If you wish to appeal a decision that you receive from BCNO, you should refer to our Academic Appeal Policy and follow the procedures described. This policy similarly looks to deal with all appeals in a prompt and fair manner.

## **20.0 After completion of your studies**

- 20.1 Your Student IT Account will expire after you complete your programme of study BCNO either by graduating, withdrawing, or being withdrawn by us
- 20.2 You will be notified of the closure of your BCOM/ESO account by email. When your Student IT Account is closed, all your data in your Student IT Account will be removed within 365 days of the termination date of your account. The BCNO's student area of the VLE, your Osteonet, Office 365 (including any storage space associated with such user accounts as OneDrive, OneNote, Team



accounts), and all other student and study-related online services will no longer be available to you.

- 20.3 Any data, course work or material you need to retain for future and sole use will need to be exported or downloaded before the end of your Student IT Account. The University will not be able to retrieve any data, course work, or other materials that you have uploaded to your Student IT Account once it expires. In compliance with Clause 17, you are reminded that BCNO will continue to store and process your personal data as stated.

## **21.0 General**

- 21.1 The terms of the Contract shall only be enforceable by you and the BCNO.
- 21.2 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.
- 21.3 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
- 21.4 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.
- 21.5 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.
- 21.6 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.

## Auditing

Policy Name:	Admissions Terms and Conditions 2023 onwards		
Policy Owner:	Admissions Office		
Policy Approver:	Academic Planning and Quality Committee		
Audience:	Patients, Students, Faculty, Staff, External Visitors		
Storage Location:	Website		
Effective Date:	November 2023		
Review Date: <small>(Unless other revisions are required prior to this date)</small>	October 2025		
Version:	V2		
Equality Impact Assessment:	Are there any implications for a protected characteristic group as defined by the Equality Act 2010 in this policy?		
	<input type="checkbox"/> Positive Impact	<input type="checkbox"/> Negative Impact	<input checked="" type="checkbox"/> Neutral
Details:			

## Contact Us

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