

IMPORTANT INFORMATION

These terms and conditions govern the relationship between you and the College of Health Ltd trading as the McTimoney College of Chiropractic (the "**College of Health**" or "**we**" or "**us**" or "**our**") and set out the contract terms between us for the provision of profession-focused educational services to students who enrol on one of our courses (the "**Terms and Conditions**").

You should be aware of the College of Health's policies and the Governance and Academic Regulations Handbook which can be located on the College of Health's website at <https://www.mctimoney-college.ac.uk/governance-academic-regulations-handbook> and are referred to within these Terms and Conditions.

A copy of these Terms and Conditions can be found at <https://www.mctimoney-college.ac.uk/student-terms-and-conditions>

A copy of programme specifications can be found at <https://www.mctimoney-college.ac.uk/programme-specifications>

[A copy of our Refund and Compensation Policy can be found at https://www.mctimoney-college.ac.uk/college-of-health-refund-and-compensation-policy-final-22-23](https://www.mctimoney-college.ac.uk/college-of-health-refund-and-compensation-policy-final-22-23)

A copy of our Complaints policy and procedure can be found at <https://www.mctimoney-college.ac.uk/governance-academic-regulations-handbook>

If you enrol on one of our courses, the teaching and educational services will be delivered by the College of Health. The degree award (on successful completion of one of our courses) will be issued by Ulster University as the degree awarding body.

These Terms and Conditions apply following acceptance of an offer of a place at the College of Health. You are agreeing to comply with the College of Health's policies and the Governance and Academic Regulations Handbook (as applicable). If you do not wish to be bound by these Terms and Conditions you should not accept an offer of a place at the College of Health.

If you require these terms and conditions in an alternative format please contact admissions@mctimoney-college.ac.uk

1. Introduction

- 1.1 The College of Health t/a the McTimoney College of Chiropractic UKPRN (10066502) is a private company limited by shares incorporated in England and Wales with registered company number **10992904** and its registered office is at 1 Kimber Road, Abingdon, Oxford, OX14 1BZ.
- 1.2 Ulster University is the degree awarding body for our courses, and is a registered charity, registered under charity number NIC100166.
- 1.3 These Terms and Conditions apply following acceptance of an offer of a place at the College of Health.

- 1.4 In addition to this document, the following documents also form part of the Terms and Conditions and you agree to observe them:
- 1.4.1 your offer letter;
 - 1.4.2 the programme specification relating to your course (a copy of which can be accessed on our website at <https://www.mctimoney-college.ac.uk/programme-specifications> and subject at all times to clause 1.5 and clause 11 (changes to courses and modules), as it may be updated from time to time by us;
 - 1.4.3 the College of Health's Governance and Academic Regulations Handbook (a copy of which can be accessed on our website at <https://www.mctimoney-college.ac.uk/governance-academic-regulations-handbook> and subject at all times to clause 1.5 and clause 11 (changes to courses and modules), as it may be updated from time to time by us; and
 - 1.4.4 the College of Health's other policies, guidance and information (details of which can be accessed on our Virtual Learning Environment portal and subject at all times to clause 1.5 and clause 11 (changes to courses and modules), as it may be updated from time to time by us.
- 1.5 We will always inform you directly of any material changes to the documentation referred to at clause 1.4 and we will endeavour to do this before teaching starts each academic year.
- 1.6 It is important that you read, and abide by the Governance and Academic Regulations Handbook as it sets out in detail the College of Health's rules, regulations and policies, as well as your responsibilities as a student of the College of Health and our responsibilities to you as a provider of profession-focussed educational services.
- 1.7 If there is any inconsistency between any of the provisions in this document and the provisions of any other document forming part of the Terms and Conditions, the provisions of these Terms and Conditions shall prevail.

2. **Accessibility**

- 2.1 Should you require these documents in another format, or require clarification if there is anything in these Terms and Conditions that you do not understand, please contact: admissions@mctimoney-college.ac.uk.
- 2.2 The College of Health is committed to providing an inclusive and accessible environment and strives to make reasonable adjustments to accommodate the needs of our students. Students and applicants with disabilities are encouraged to notify the College of Health at the earliest opportunity so that (if possible) appropriate support arrangements can be provided.

3. **Offers and Registration**

- 3.1 By accepting an offer of a place at the College of Health you are entering into an agreement with us in accordance with these Terms and Conditions (the “**Contract**”). Your admission to the College of Health is subject to you complying with the terms of the Contract.
- 3.2 The offer we make to you is subject to you satisfying the academic requirements for admission set out in your offer letter. The offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions you need to fulfil in order to be admitted to the course, in your offer letter. If you have not fulfilled the conditions of your offer before the date notified to you in the offer letter prior to the start of the course, we reserve the right to withdraw the offer.
- 3.3 We may withdraw or amend any offer, without liability to you, if we discover that your application contains material inaccuracies or fraudulent information or if you are found to have omitted key information from your application.
- 3.4 At our request, you will provide satisfactory evidence of your qualifications (including English language qualifications if required) before admission. Failure to provide such evidence to our reasonable satisfaction will result in the withdrawal or termination of your offer, the revocation of your registration as a student of the College of Health

and/or the termination of the Contract. We will verify the authenticity of documentation required to evidence your qualifications prior to admission as appropriate. You must register no later than the date as set out in your offer letter. You will not be able to register and commence your studies if you have not met the entry requirements set out in your offer letter, and if you have not provided certificates/proof of qualifications obtained or payment of fees/confirmation of your student loan. We also reserve the right to withdraw your offer if the findings of any disclosure and barring service ("**DBS**") checks indicate circumstances which may preclude you from progressing to future registration with the professional regulatory body applicable to your course, for example but not limited to the General Chiropractic Council (GCC).

- 3.5 For its MChiro programmes the McTimoney College of Chiropractic has been assessed by the GCC and its qualifications have been formally “recognised” as providing the necessary skills, knowledge and experience for the safe and competent practice of chiropractic. Graduates holding recognised qualifications are eligible to apply for registration as a chiropractor. Applicants should be aware that possession of a recognised qualification is not the only requirement for registration. Evidence of good health, both mental and physical, and good character are also assessed by the Registrar. Although not necessarily a bar to registration with the GCC, applicants should therefore declare any health problems and any criminal convictions at interview, so that they may be reviewed by the College staff and appropriate advice given.

For more details regarding registration as Chiropractor in the UK please refer to www.gcc.org.uk. Applicants should conduct their own research and due diligence to determine their eligibility to practise chiropractic, and to ensure that they meet all relevant registration and licensing requirement in the country they wish to practise.

4. **Your right to cancel**

- 4.1 You have the right to cancel the Contract within fourteen (14) days after the date on which you accepted the offer of a place.
- 4.2 To cancel the Contract, you must give us written notice of your cancellation by contacting admissions: admissions@mctimoney-college.ac.uk.

4.3 If any payment has been made to us and you subsequently cancel the Contract pursuant to your right to cancel as set out in clause 4.1, we will provide you or the person who has made such payment (as the case may be) with a full refund.

4.4 You may terminate the Contract after the expiry of the fourteen (14) day period referred to in clause 4.1, but in such case, you must do so in accordance with clause 7 or clause 9 of these Terms and Conditions (as applicable).

5. **Your obligations to the College of Health**

5.1 You agree to fulfil all the academic requirements of your course in accordance with the Contract including, but not limited to, submission of course work and other assignments, attendance at examinations, attendance at lectures and seminars and any other such teaching forums provided by us.

5.2 You agree to familiarise yourself with and adhere to the College of Health's rules and policies as set out in the Governance and Academic Regulations Handbook, which can be accessed at <https://www.mctimoney-college.ac.uk/governance-academic-regulations-handbook>

6. **Our obligations to you**

6.1 We shall deliver your course with reasonable care and skill and as described in the relevant programme specification in all material respects.

6.2 We shall provide you with tuition and other teaching and learning support and resources associated with your course with reasonable care and skill and we shall provide you with timely feedback on your academic work.

7. **Right to Study in the UK and International students**

7.1 All students enrolled at the College of Health must have the right to study in the UK throughout their course of study.

7.2 You will need to provide original evidence of your right to study in the UK (in addition to providing proof of identity and documentation relevant to meeting the admission

requirements) at the point of registration. We will also request a copy of such evidence during the application process.

- 7.3 If you are subject to UK immigration control, and where the UK government requires us to obtain it, you will need to provide original evidence of your valid immigration status (typically a passport and evidence of your immigration permission) confirming that you have the right to study in the UK at the point of registration. We will also request a copy of such evidence during the application process. If you are subject to UK immigration control, you will need to continue to hold valid immigration status confirming that you have the right to study throughout the duration of your course and we will require evidence from you. Such evidence must be provided at the start of each academic year. If you hold limited permission to remain which is due to expire during your course, you will be required to demonstrate to us that you have obtained further permission to remain or, where relevant, indefinite leave to remain. If you fail to provide such evidence to us within a reasonable timeframe, we reserve the right to prevent you from registering on your course (without liability to you) or withdraw you from your course.
- 7.4 All students who are subject to conditions of stay in the UK agree to abide by those conditions. Failure to abide by conditions of stay may lead to a withdrawal from your course. Information on conditions of stay relevant to your particular immigration status can be found at: Browse: Visas and immigration - GOV.UK (www.gov.uk).
- 7.5 UK Visas and Immigration ("**UKVI**") grants the College of Health a limited number of Confirmation of Acceptance for Study documents ("**CAS**") which, subject to assessment by us, we can assign to students who need to make an application for permission to enter the UK or remain in the UK under the student visa route.
- 7.6 If the College of Health sponsors you under the student visa route, you agree to comply with the conditions of your stay in the UK and you agree to make relevant notifications to the College of Health. The College of Health complies with UKVI's rules for Sponsor Licence holders and is required to provide UKVI with information about students it sponsors, including any concerns about students working illegally in the UK or who are otherwise breaching their conditions of stay. You agree to the College of Health

providing UKVI with any information required pursuant to the College of Health's status as a Sponsor Licence holder, or as otherwise requested by UKVI or any other government organisation in relation to UK immigration control.

8. **Tuition Fees and Funding**

- 8.1 The tuition fees applicable to your course and information in relation to how to pay for your course, or for modules within it, are set out in your offer letter. If you are applying to study on one of our courses, you may be required to pay a deposit. Your offer letter will highlight if you are required to pay a deposit to secure a place on the course. If you do not pay the deposit in accordance with the payment terms advised in your offer letter your application may be withdrawn without further notice. It is therefore essential that you have funding to cover the deposit in place before you apply to the course at the College of Health. Any deposit you pay will be offset against the balance of tuition fees owed to the College of Health.
- 8.2 There may be additional costs relating to your course which you agree to pay to the College of Health or to a relevant third party (as appropriate). Additional costs include, but are not limited to, costs relating to travel to and from external venues and teaching sites for specific courses of study, tunics, equipment, compulsory texts, materials, DBS checks (if required), registration fees, attendance at summer schools at Ulster University, first aid qualification, personal liability insurance, re-sit examinations and printing costs. Where this is the case we will make this clear in advance as part of the information provided to you when you are made an offer and on our website: www.mctimoney-college.ac.uk
- 8.3 If you accept an offer, you agree to pay all tuition fees and additional costs as and when they fall due, in accordance with the payment terms agreed by you and us. Students making international payments from abroad to the College must ensure they cover any international banking transaction charges that may be charged by their bank.
- 8.4 Proof of student loan or other funding body's acceptance of funding for the tuition fees, together with extent of funding provided must be received by the College of Health on or before the 15th day of January (for courses commencing in January) and the 20th

day of September (for courses commencing in September, immediately preceding the start of the academic year, otherwise you may not be able to take up your place on the relevant course.

- 8.5 Should the student loan or other funding body's funding available to you not cover the full extent of the tuition fees, the remaining balance can be paid spread over monthly payment instalments on the 1st of each month by standing order over the course of each year (with three months of payment upfront required upon enrolment for the first year)
- 8.6 If you do not intend to apply for, or are not eligible for, a student loan/grant (via Student Loans company or other funding body), your tuition fee payments can be spread out in monthly payment instalments on the 1st of each month by standing order over the course of each year (with three months of payment required upon enrolment for the first year)
- 8.7 Where you are an international student 60% of the annual tuition fee must be paid by the 15th of August of each year (for courses commencing in September), with the remaining 40% of the annual tuition fee paid by the 15th November of each year (for courses commencing in September)
- 8.8 If requested by us, you will arrange for a guarantor acceptable to the College of Health to enter into an agreement with the College of Health whereby the guarantor guarantees the payment of your tuition fees and, any other amounts due to us.
- 8.9 In the event that a third-party sponsor has agreed to pay all or part of your tuition fees, you remain primarily liable for the payment of the tuition fees and you should make arrangements to ensure that the tuition fees have been paid by your third-party sponsor.
- 8.10 Tuition fees are due for each full year of attendance. If you attend only part of a year you may still be charged the full-year rate. Refunds will be payable in accordance with the terms of clause 9.

- 8.11 Tuition fees for the first academic year of the course will be set out in your offer letter. The amount of your tuition fees will vary depending on whether your fee status is classified as "Home" or "Overseas". Your fee status is assessed as at the first day of each academic year of your course. The latest information on your fee status is available at <https://www.gov.uk/student-finance>.
- 8.12 If we choose to increase your fees, we will be doing so for one or more of the following reasons:
- 8.12.1 a requirement to further invest in the College of Health's estate/facilities;
 - 8.12.2 a requirement to enhance the quality of the student learning experience;
 - 8.12.3 in order to manage inflationary rises in operational costs.
- 8.13 Tuition fees for subsequent years of your course may therefore be different from those set out in your offer letter. We shall notify you as soon as possible in writing if we intend upon increasing your tuition fees.
- 8.14 If you are unhappy with the increase in tuition fees, you may terminate the Contract and/or withdraw from the course without incurring any liability to us for the increased tuition fees by giving the College of Health notice in accordance with clause 9.2.
- 8.15 Unless otherwise agreed by us, all fees must be paid by the deadline set out in these Terms and Conditions. We reserve the right to charge interest at a rate of 4% per year above the Bank of England base rate, accruing on a day-to-day basis on tuition fees and other amounts due which are unpaid after such time.
- 8.16 If you fail to pay your tuition fees as and when they fall due, we reserve the right to withdraw you from your course (without further liability to you) and seek to recover any debts. Students may not be allowed to register on their course or, if they have registered, may be suspended or expelled should their tuition fees remain outstanding after the deadline. If you are suspended or expelled, you will be prohibited from attending any premises of the College of Health and you will not be permitted to sit examinations, submit assignments, attend classes or access student records. If you do

not pay your tuition fees, we reserve the right to refuse progression to subsequent year of study relevant for your course, withhold your results and course certificates or awards will not be issued.

- 8.17 Any claims for refunds and compensation will be processed in accordance with our refund and compensation policy which can be found at www.mctimoney-college.ac.uk/college-of-health-refund-and-compensation-policy-final-22-23 For the avoidance of doubt, in the event any refund and compensation is due, any such refunds and compensation will be payable in accordance with the original payment method (for example, directly to you if the tuition fee is self-funded, to the Student Loans Company (if applicable) or to a third party sponsor).

9. **Withdrawal and Leave of Absence**

- 9.1 You may withdraw from the College of Health and terminate your registration and the Contract at any time. On termination of your registration in accordance with this clause 9 you will remain liable to pay your tuition fees and any other amounts due, unless we have agreed to refund any tuition fees to you pursuant to clause 9.4.
- 9.2 To withdraw from the College of Health you must give notice in writing to programmesupport@mctimoney-college.ac.uk . We strongly encourage students to discuss their intentions with their Tutor or Learning Support Officer so that additional support can be explored in the first instance. Notice shall take effect on receipt.
- 9.3 For the avoidance of doubt, “**Withdrawal**” is to leave the course for reasons other than those related to clauses 8.14 (increased fees) or clauses 11.1 to 11.4 (changes to courses and modules), without the intention of returning in the future. “**Leave of absence**” is leaving the course during an academic year intending to return no more than a year later (taking a year out of your studies through a leave of absence). Leave of Absence is normally only permitted for one academic year.
- 9.4 In the event of your Withdrawal from the course prior to the last day of the fifth (5th) week of the first term, we may, at our discretion, agree to refund you up to a maximum of 75% of the total annual tuition fees for the course. In the event that less than 25%

of the fee has been paid (through Student Loan Company, other funding body, or otherwise paid), no refund will be given.

9.5 In the event of your Withdrawal from the course on or after the last day of the fifth (5th) week of the first term, no refund or part refund of the annual tuition fees will be given, and you will remain liable for any balance of the tuition fees not received (through Student Loan Company, other funding body, or otherwise unpaid).

9.6 If the College of Health sponsors you under the student visa route, withdrawal, or Leave of Absence may have an impact on your sponsorship and you should speak to us before taking any action.

10. **The College of Health's right to terminate**

10.1 The College of Health may withdraw your offer and/or terminate your Contract and withdraw you from your course if:

10.1.1 you do not pay the tuition fees;

10.1.2 you have failed to meet the conditions of your offer;

10.1.3 you do not complete your registration at the beginning of the course or you fail to re-register at the beginning of an academic year;

10.1.4 you have provided false, incomplete, inaccurate or misleading information in your application to the College of Health or at any other time;

10.1.5 you fail to provide satisfactory evidence of your qualifications before admission;

10.1.6 you are from a country that is outside the UK and:

10.1.6.1 you fail to comply with your obligations under a student visa and/or you fail to assist the College of Health in discharging its obligations as a sponsor licence holder;

- 10.1.6.2 UKVI, OfS or any other government organisation requires us to terminate our sponsorship of your student visa;
 - 10.1.6.3 you cease to hold valid immigration status confirming that you have the right to study in the UK or fail to provide evidence to us when required;
 - 10.1.6.4 you breach the conditions of your stay or we have reason to believe that you have breached the conditions of your stay;
 - 10.1.7 you have poor attendance at lessons and engagement with assessment;
 - 10.1.8 an examination board decides that you do not meet progression requirements, for example after failing too many assignments or otherwise having accumulated too few academic credits to be eligible to continue;
 - 10.1.9 you are found guilty of a serious breach of our regulations at a disciplinary or fitness to practise hearing;
 - 10.1.10 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues;
 - 10.1.11 the findings from any initial DBS checks or subsequent annual affirmations relating to any DBS checks (as applicable) over the course of your studies indicate circumstances which may preclude you from progressing to future registration with General Chiropractic Council.
 - 10.1.12 you exceed the maximum registration period for your course;
 - 10.1.13 you fail to return after a period of Leave of Absence; and
 - 10.1.14 you breach these Terms and Conditions in any material respect.
- 10.2 The College of Health will not terminate this Contract without good cause and consultation with you. Provided any action is taken to terminate the Contract in accordance with the College of Health's policies and procedures, we shall not be liable

for any loss or damage which you may suffer as a result. Depending on the circumstances we may also be entitled to take legal action against you.

- 10.3 On termination of the Contract by the College of Health you are liable for any outstanding tuition fees for the year and any other amounts due. The College of Health may at its discretion refund all or part of the tuition fees.

11. **Changes to courses**

- 11.1 Due to the time period between the programme specification and registration on your course, circumstances may change due to factors beyond our reasonable control and therefore it may sometimes be necessary to vary the content of the course or modules or services as described in the programme specification. We will use reasonable endeavours to ensure that changes are kept to a minimum, but if we need to make any material changes to your course (as described in your offer letter and/or relevant programme specification) before you register at the College of Health, we shall bring the changes to your attention as soon as possible. If you reasonably believe that the proposed changes will have a material prejudicial effect on you, you may either terminate the Contract and/or withdraw your application for the course without any liability to us for tuition fees, or transfer to another course (if any) as may be offered by us for which you are qualified.

- 11.2 We will use reasonable endeavours to deliver all courses as described in the relevant programme specification. However, we reserve the right to cancel a course if there are not sufficient student registrations to make a course viable. If you have received an offer for any course described in the programme specification, but we discontinue the course prior to you registering at the College of Health, we will notify you as soon as possible and we will use reasonable endeavours to offer you a place on a suitable replacement course for which you are qualified. If you are unhappy with the replacement course offered by us or if we are unable to offer a suitable replacement course, you may terminate the Contract and/or withdraw your application for the course without any liability to us for tuition fees.

- 11.3 Once you have registered as a student of the College of Health we will use reasonable endeavours to deliver your course in accordance with the Contract. However, if we need to discontinue your course because of matters beyond our reasonable control, we will inform you as soon as is reasonably practicable and will use reasonable endeavours to transfer you to a suitable replacement course for which you are qualified. If you are unhappy with the comparable course offered by us or if we are unable to offer a suitable comparable course, you may terminate the Contract and/or withdraw from the course by giving the College of Health notice in accordance with clause 9.2 and without incurring any further liability to us for tuition fees. You shall be entitled to a refund of all tuition fees paid to date.
- 11.4 Following suitable consultation with affected students, in circumstances where it is necessary to make a material change to your course (such as the nature of the award or in relation to a material aspect of the curriculum), we will notify you as soon as possible. If you are unhappy with the material change(s) to your course, you may terminate the Contract and withdraw from the course by giving the College of Health notice in accordance with clause 9.2 and without incurring any further liability to us for tuition fees and you shall be entitled to a refund of all tuition fees paid to date.
- 11.5 We reserve the right to vary minor elements of your course from that described in the programme specification and/or your offer letter in order to improve the quality of educational services and ensure the student experience, in order to meet the latest requirements of a commissioning or accrediting body, or in response to student feedback. How we notify you will depend on the nature of the changes but, in any event, such changes will be published in the updated course information on our website.
- 11.6 If you choose to cancel the Contract in accordance with clauses 11.1 to 11.4 we will use reasonable endeavours to assist you in finding an alternative comparable course with another Higher Education provider in the UK.
- 11.7 If the College of Health sponsors you under a student visa, course changes may have an impact on your sponsorship and we will provide information. If you wish to change your course, you should speak to us before taking any action.

12. **Online provision of any part of the course**

- 12.1 If, and to the extent that any part of the course is delivered online, then the following provisions shall apply.
- 12.2 If any part of the course is delivered online, it shall be delivered using the College of Health's virtual learning platform. When you register to access our virtual learning platform for the first time, you may be required to accept the platform's terms of use. We will provide you with information on how to access the virtual learning platform prior to commencement of the course.
- 12.3 You will only be allowed to use the content of the virtual learning platform for your own personal learning and will not be allowed to adapt it, or use it for any other purpose other than your own learning in relation to your course. You are not permitted to distribute any content to anybody else or to use the virtual learning platform for any other purpose.
- 12.4 The costs of any equipment and internet access required for the online provision of any part of your course is not included in the fees and this will be your responsibility. You will also be responsible for checking any materials, equipment and other devices intended to be used for the online provision of any part of your course is compatible with the specification requirements of the course.
- 12.5 The College of Health will use reasonable endeavours to provide for the provision of online delivery of any part of your course (as may be required) but cannot guarantee uninterrupted, timely or error-free availability or that defects will be corrected. The College of Health reserves the right to suspend access to the virtual learning platform for the provision of online delivery of any part of your course for the purposes of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the virtual learning platform. The College of Health will use reasonable endeavours to provide you with reasonable notice in the event of any suspension or withdrawal of the virtual learning platform of which the College of Health is aware. Providing the College of Health has complied with the provisions of this clause 12.5, the College of Health will not be held responsible for any technical problems you

encounter following the provision of online delivery of any part of your course, and accepts no liability to the extent there are errors, defects, interruptions and periods of suspension relating to the virtual learning environment.

- 12.6 You should keep separate copies of any work uploaded to the virtual learning platform. To the extent permitted by law, the College of Health accepts no liability whatsoever for any loss, destruction or corruption of to data or content uploaded to the virtual learning platform.

13. **Liability**

- 13.1 Subject to the remainder of this clause 13, the College of Health (including its staff and/or representatives) shall have no liability to you for any loss, damage, costs or expenses arising under or in connection with the Contract except where such loss or damage is directly caused by the College of Health (or its staff or representatives). The College of Health shall not be liable for any loss or damage which was not foreseeable. Losses are foreseeable if they are an obvious consequence of the College of Health's breach of the Contract.
- 13.2 Where such loss or damage is directly caused by the College of Health (or its staff or representatives), our liability shall, subject to clause 13.5, be limited to 100% of all tuition fees payable by you to the College of Health.
- 13.3 While we take reasonable care to ensure the safety and security of students at our colleges, we cannot accept responsibility and expressly exclude liability for loss or damage to students' personal property (including but not limited to computer and IT equipment, software, bicycles and vehicles), including any financial or other consequential loss where such loss or damage is a result of theft, fire, flood, computer virus or any cause related to our computer facilities, or any other cause, except where such loss or damage is caused by our negligence. It is recommended that you insure personal property against such risk of loss and damage.
- 13.4 We shall not be held responsible for any injury to a student, financial or other loss or damage resulting from such injury, or for damage to property, caused by any other

student, or by any person who is not an employee or authorised agent of the College of Health.

13.5 Notwithstanding any other provision in the Contract, nothing shall exclude or restrict the College of Health's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

13.6 We shall not be liable to you in any manner whatsoever for any failure or delay, or for the consequences of any failure or delay, in performance of our obligations under the Contract, if such failure or delay is due to any event beyond our reasonable control (including, but not limited to strikes, lockouts or other industrial action, acts of God, severe weather, natural disasters, pandemic, quarantine or widespread illness, war, protest, riot, civil disorder or unrest, fire, explosion, an actual, suspected or threatened act of terrorism, national emergencies, any restrictions imposed by government or public authorities, breakdown of plant or machinery, actions or default of placement providers or default of suppliers or sub-contractors). In such circumstances, we shall take reasonable steps to minimise any disruption.

14. **Intellectual Property**

14.1 “**Intellectual Property Rights**” means any patent, rights to inventions, copyright and related rights, performers’ property rights, trademarks, trade names, domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information, and other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

14.2 Any Intellectual Property Rights solely developed by you during your course of study at the College of Health shall be owned by you.

14.3 Any intellectual property rights jointly developed by you and the College, for example through research projects, will be jointly owned and can be, but not limited to, published in research journals by the College where you will be fully recognised as a contributing author.

14.4 Where a student seeks to publish a research paper they agree to liaise with the College during submission process including providing draft manuscripts for review and agree to ensure the College and the relevant staff involved are credited as authors in the publication.

14.5 By registering on a course, you authorise the College of Health and any associated company to publish materials relating to your course of study with us in all territories for the purposes of publicity and promotion without restriction.

Complaints

14.4 If you have a complaint about us, please follow please follow our student complaints policy and procedure as set out in the Governance and Academic Regulations Handbook which can be located at <https://www.mctimoney-college.ac.uk/governance-academic-regulations-handbook>

14.5 You may also be eligible to apply for a refund or compensation as further detailed in our student protection plan and refund and compensation policy which can both be accessed at www.collegeofhealth.uk/refund-compensation-policy.

14.6 If, having followed the complaints procedure to completion, you remain dissatisfied you have the right to make a complaint to the Office of the Independent Adjudicator for Higher Education.

15. Data Protection

15.1 We will process your personal data in accordance with the General Data Protection Regulation (GDPR) and our Registered Student Privacy Notice on data protection on which registered students are expected to abide by and adhere which can be accessed at <https://www.mctimoney-college.ac.uk/Registered-Students-Privacy-Notice> . We

may share your personal data with third parties, which we will do in accordance with our privacy policy on data protection.

- 15.2 Once you are registered as a student of the College of Health, we are required to collect and provide information to certain external agencies including the Higher Education Statistics Agency, whose data protection notice can be found at www.hesa.ac.uk/dataprot
- 15.3 After you complete your studies, we will retain basic registration details, results, any discipline records and your address, and any information that may be required in relation to matters that are still outstanding. Upon graduation all students will be enrolled in the College of Health's Alumni Network to keep graduates abreast of the College's progress and for which individuals can opt out of at any time as detailed in the Alumni Privacy Policy available at <https://www.mctimoney-college.ac.uk/privacy-notices/>.
16. **General**
- 16.1 The Contract constitutes the entire agreement between you and the College of Health and supersedes all previous agreements between you and the College of Health, whether written or oral.
- 16.2 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.
- 16.3 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.
- 16.4 Each of the paragraphs of these Terms and Conditions operate separately. If a court decides that any of them are unlawful the remaining paragraphs will remain in full force and effect.
- 16.5 If we do not insist immediately that you do anything that you are required to do under these terms, or we delay in taking steps against you in respect of your breaking this

Contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.

- 16.6 Any notice given under the Contract shall be in writing (which includes email). We shall send any notice to you either to your term-time address or your home address or by email to your College email address. Unless otherwise stated in these Terms and Conditions you must send any notices by post or email to: FAO Student Contract Notice Team, McTimoney College, 1 Kimber Road, Abingdon, OX14 1BZ or admissions@mctimoney-college.ac.uk marked FAO Student Contract Team..
- 16.7 The Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and you can bring legal proceedings in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.



APPENDIX 1
CANCELLATION FORM

Cancellation form

Name of Course:

Course Code:

Confirmation of details

1. Full name:
2. Address:
3. Postcode:
4. Country:
5. Email Address:
6. Date of registration:
7. Student number (if issued):
8. Have you paid any tuition fees or deposits (as applicable)? If yes, please provide details:
9. Date of payment for tuition fees or deposits (as applicable):
10. Method of payment for tuition fees or deposits (as applicable):

Confirmation of cancellation

To the College of Health:

I hereby give notice that I wish to cancel my contract for the supply of profession-focused educational services for the above named course.

Signature (if form being sent by post):

Date:



Return form to:

Email: programmesupport@mctimoney-college.ac.uk

Postal address: McTimoney College
 McTimoney House
 1 Kimber Road
 Abingdon, Oxon OX14 1BZ

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