

## 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 & Compensation Policy can be found at: <https://mctimoney-college.ac.uk/refund-and-compensation-policy/>

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](mailto: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 provided to you with your offer letter
  - 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>, as it may be updated from time to time by us in accordance with clause 13; 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), as may be updated from time to time by us in accordance with clause 13.
- 1.5 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-focused educational services.

## 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](mailto: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 by 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, any relevant disabilities, 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, any relevant disabilities and any criminal convictions at interview, so that they may be reviewed by the College staff and appropriate advice given in relation to the current GCC requirements for registration upon completion of the MChiro programme.
- 3.6 For more details regarding registration as Chiropractor in the UK please refer to [www.gcc.org.uk](http://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.
- 3.7 Due to the hands-on manual nature of Chiropractic as a regulated healthcare profession, you will be expected over the duration of your programme to remove items of clothing during practical teaching sessions and work with both males and females.

#### 4. **Delivery of your course**

- 4.1 Our courses may be delivered:
- 4.1.1 through face-to-face teaching at one of our sites or at the site of one of our partner institutions;
  - 4.1.2 through Spring and Summer schools at Ulster University

4.1.3 online using distance learning methods only; or

4.1.4 using a blended approach of on-site and online delivery.

4.2 The method of delivery for your course will be stated in your offer letter. If the College is required to change the method of delivery of your course during an academic year, this may constitute a change to your course. Please see clauses 13 and 16 for further details.

4.3 Clause 17 sets out additional provisions that will apply to the Contract where any part of your course is delivered online.

## 5. **Your right to cancel**

5.1 You have the right to cancel the Contract within a fourteen (14) day cancellation period (the “**Cancellation Period**”).

5.2 For most students, the Cancellation Period will start on the day you accept the offer of a place on a course. If you pay a deposit, the cancellation period will start on the day you pay the deposit.

5.3 To cancel the Contract, you must clearly inform us in writing of your decision to cancel before the Cancellation Period has expired. You can do this by contacting our admissions team via email at [admissions@mctimoney-college.ac.uk](mailto:admissions@mctimoney-college.ac.uk). You may use the model cancellation form provided in Appendix 1 at the end of these terms and conditions, but you do not have to.

5.4 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 5.1, we will provide you or the person who has made such payment (as the case may be) with a full refund of tuition fees and/or deposit paid to date.

5.5 You may terminate the Contract after the expiry of the Cancellation Period, but in such case, you must do so in accordance with clause 11 of these Terms and Conditions.

## 6. **Your obligations to the College of Health**

6.1 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.

6.2 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>

## 7. **Our obligations to you**

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

7.2 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.

## 8. **Right to Study in the UK and International students**

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

8.2 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.

- 8.3 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 in the UK throughout the duration of your course. You must provide evidence of your ongoing right to study in the UK at the start of each academic year. If you hold limited permission to remain which is due to expire during the academic year, you will be required to demonstrate to us that you have obtained further permission to study in the UK prior to the expiry date of your previous permission.
- 8.4 Your right to study in the UK must permit you to undertake your proposed course of study at the College of Health.
- 8.5 If you fail to demonstrate that you have valid permission to study on your proposed programme of study, we reserve the right to prevent you from registering on your course (without liability to you) or withdraw you from your course.
- 8.6 All students who are subject to conditions of stay in the UK agree to abide by those conditions, including any conditions which apply to your permission to work outside of your studies. Failure to abide by conditions of stay may lead to the College of Health withdrawing you from your course and, where applicable, withdrawing its sponsorship of you. Information on conditions of stay relevant to your particular immigration status can be found at: Browse: Visas and immigration - GOV.UK ([www.gov.uk](http://www.gov.uk)).
- 8.7 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.
- 8.8 You agree to notify the College of Health immediately of any change to your immigration status and/or any breach of your conditions of stay.
- 8.9 The College of Health is required to comply 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. By accepting these terms and conditions, 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.

## 9. **Tuition Fees and Funding**

### 9.1 **Amount of tuition fees**

9.1.1 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>. 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.

9.1.2 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.

9.1.3 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 may be payable in accordance with the terms of clause 11 and our refund and compensation policy (see clause 9.6.4 for further details).

### 9.2 **Deposits**

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, then 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.

### 9.3 **Additional Costs**

9.3.1 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/study/](http://www.mctimoney-college.ac.uk/study/)

9.3.2 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.

9.3.3 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.

### 9.4 **Students funded via the Student Loans Company, the NHS or other third-party funding body**

9.4.1 Where the College is informed directly by the Student Loans Company, the NHS or other third-party funding body of approved tuition fee loan funding, the relevant body will be invoiced directly for payment. Invoices are payable within **30** days from the invoice date.

- 9.4.2 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. Acceptable proof may include (without limitation) provision of a valid sponsorship letter or loan entitlement letter. If you have any questions about what proof will be required, please contact [finance@mctimoney-college.ac.uk](mailto:finance@mctimoney-college.ac.uk).
- 9.4.3 Please note that where any third-party funding body 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 the funding body.
- 9.4.4 If the funding body fails to pay the College's invoice for all or part of the tuition fees, the outstanding amount will be invoiced to you. If you receive part funding of your tuition fees from the funding body, you will be charged for the part that is self-funded in the same way as other self-funded students under clause 9.5.
- 9.4.5 If you are an undergraduate student whose tuition fees are being funded via the Student Loans Company, it is your responsibility to ensure that you apply to the Student Loans Company for undergraduate funding on an annual basis.
- 9.4.6 If you receive postgraduate or doctoral loan funding directly from the Student Loans Company or you otherwise receive funding directly from a third party funding body, you are responsible for making payments to the College directly as a self-funded student under clause 9.5.
- 9.5 **Self-funded students**
- 9.5.1 If you do not intend to apply for, or are not eligible for, a student loan/grant which will be paid directly via the Student Loans Company or other third party funding body, your tuition fee payments can be spread out in monthly payment

instalments to be received on the 1<sup>st</sup> of each month by standing order over the course of each year (with three months of payment required upon enrolment for the first year).

9.5.2 Where you are an international student, 60% of the annual tuition fee must be paid by the 15<sup>th</sup> of August of each year (for courses commencing in September), with the remaining 40% of the annual tuition fee paid by the 15<sup>th</sup> November of each year (for courses commencing in September)

9.5.3 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.

## 9.6 **Non-payment or late payment of tuition fees**

9.6.1 If you do not pay your tuition fees as and when they fall due, and have not paid your tuition fees within 30 days of us notifying you that your fees are outstanding, we reserve the right to withdraw you from your course in accordance with clause 12.1.1 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 withdrawn should their tuition fees remain outstanding after the payment deadline.

9.6.2 If you are suspended or withdrawn from your course in accordance with clause 9.6.1, you may 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.

9.6.3 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 marks and course certificates or awards will not be issued.

- 9.6.4 Any claims for refunds and compensation will be processed in accordance with our refund and compensation policy which can be found at <https://mctimoney-college.ac.uk/refund-and-compensation-policy/> 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).
- 9.6.5 It is imperative that you seek clarity on your eligibility for any specific funding that you may wish to apply for prior to commencing your programme. This could include but is not limited to Student Loan funding, returning to work or parental government funding schemes and hardship bursaries'

## 10. Tuition fee variations

- 10.1 Tuition fees for the first academic year of the course will be set out in your offer letter. Many courses last several years, and the College of Health reserves the right to increase your tuition fees each year, reflecting the changes in costs of delivering your course, improving the educational services we provide to you, and any changes in government policy or regulation. Cost increases take account of matters such as increased staffing costs, the need to maintain and renew facilities (for example, buildings, IT and library facilities) and inflation. The College of Health therefore reserves the right to increase tuition fees annually to recognise these changes (as set out in clause 10.2 below).
- 10.2 Tuition fee increases for certain Home students (undergraduate and postgraduate taught and postgraduate research students) are subject to regulatory control by the UK Government. For the avoidance of doubt, Home Island (Isle of Man, Guernsey and Jersey) students shall pay the same amount of tuition fees as Home fee status students.
- 10.3 In any event, a tuition fee increase for a current student shall not exceed a 10% (ten percent) increase on the total tuition fees, subject at all times to the tuition fees not exceeding any cap imposed by the UK Government from time to time.

- 10.4 Where tuition fee increases are applied, the College of Health will give affected students no less than three months' written notice before the start of the academic year to which the fee increase is intended to apply.
- 10.5 If we notify you that your tuition fees are increasing and you are unhappy with the increased 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 11.2 by no later than four weeks before the start of the academic term for which the fee increase is to take effect. The effect of ending your Contract is that you will not incur fees for the next or subsequent academic terms and your studies with the College of Health will terminate. You will remain liable for any fees incurred up to the date before the fee increase takes effect.
- 10.6 If your studies are interrupted or suspended for any reason, the fees when you begin or resume your studies may have increased, on the basis set out above.

## 11. **Withdrawal and Leave of Absence**

- 11.1 You may withdraw from the College of Health and terminate your registration and the Contract at any time. Notice shall take effect on receipt. On termination of your registration in accordance with this clause 11 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 11.4.
- 11.2 To withdraw from the College of Health you must give notice in writing to [programmesupport@mctimoney-college.ac.uk](mailto: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.
- 11.3 For the avoidance of doubt, "**Withdrawal**" is to leave the course for reasons other than those related to clause 5 (cancellation during the Cancellation Period), clause 10.5 (increased fees) or clause 16 (consequences of changes to or closure of your course), 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.

- 11.4 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.
- 11.5 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).
- 11.6 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.

## 12. **The College of Health's right to terminate**

- 12.1 The College of Health may withdraw your offer and/or terminate your Contract and withdraw you from your course if:
- 12.1.1 you do not pay your tuition fees within 30 days of us notifying you that your fees are outstanding;
  - 12.1.2 you have failed to meet the conditions of your offer;
  - 12.1.3 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;
  - 12.1.4 you have provided false, incomplete, inaccurate or misleading information in your application to the College of Health or at any other time;

- 12.1.5 you fail to provide satisfactory evidence of your qualifications before admission;
- 12.1.6 you require immigration permission to study in the UK and:
  - 12.1.6.1 you fail to comply with your obligations under clause 7 and/or you fail to assist the College of Health in discharging its obligations as a sponsor licence holder;
  - 12.1.6.2 UKVI, OfS or any other government organisation requires us to terminate our sponsorship of your visa;
  - 12.1.6.3 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; or
  - 12.1.6.4 you breach the conditions of your stay or we have reason to believe that you have breached the conditions of your stay;
- 12.1.7 you have poor attendance at lessons and engagement with assessment;
- 12.1.8 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;
- 12.1.9 you are found guilty of a serious breach of our regulations at a disciplinary or fitness to practise hearing;
- 12.1.10 a fitness to study panel finds that you are unable to continue your studies due to illness, including mental health issues, a student disciplinary outcome or a due to a complaint raised;
- 12.1.11 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.

12.1.12 you exceed the maximum registration period for your course;

12.1.13 you fail to return after a period of Leave of Absence; and

12.1.14 you breach these Terms and Conditions in any material respect.

12.2 The College of Health will not terminate this Contract without good cause and we will normally only look to do so after consulting with you. Depending on the circumstances we may also be entitled to take legal action against you.

12.3 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.

### **13. Changes to Academic Regulations Handbook, Policies and Procedures**

13.1 During your course, we may update and replace the College of Health's Governance and Academic Regulations Handbook or our other policies or procedures from time to time in order to ensure that the College of Health operates efficiently for students and meets relevant legal and regulatory obligations, and/or where changes are in the interests of students. Changes to the College of Health's Governance and Academic Regulations Handbook or our other policies or procedures will be appropriately notified to students via email, our website and/or our virtual learning platform portal. Such changes will not affect the content of your course (see clause 14 for provisions concerning changes to courses).

13.2 Any changes made under this clause 13 will normally come into effect at the start of the next academic year. We will take all reasonable steps to minimise disruption to students wherever reasonably possible.

- 13.3 The updated College of Health's Governance and Academic Regulations Handbook or other policies or procedures will be made available on our website and may be publicised by other means so that students are made aware of any changes.

#### 14. **Changes to courses**

- 14.1 Once you have accepted your offer, we will use all reasonable efforts to deliver your course as set out in the Contract. However, circumstances may arise where we are required to make changes to your course. Examples of "changes" include changes to the content or structure of your course, to the method of teaching or assessment, or to the type of award. Examples of where changes may be made or required include (without limitation):

14.1.1 where changes are in students' overall interests, for example because of developments in teaching practice or technology, or new assessment methods;

14.1.2 where regulatory or government requirements mean that changes must be made to ensure compliance. Examples include changes to how the College of Health is required to operate because of changes to a professional body's requirements or changes to laws/regulations; or

14.1.3 circumstances outside of the College of Health's reasonable control may also arise from time to time which may make it necessary for the College of Health to vary the content of the course or modules or services as described in your offer letter. Please see clause 19 (Events outside our reasonable control) for further details.

#### 15. **Closure of your course**

- 15.1 Once you have accepted your offer, we will use all reasonable efforts to deliver your course in accordance with the Contract. However, circumstances may arise

where we are required to close your course. Examples of where course closure may be made or required are (without limitation):

- 15.1.1 where changes to regulatory or government requirements mean that the continued running of the course is not legally possible or becomes financially unviable;
- 15.1.2 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 College of Health staff, or by other resources (e.g. temporary staff) that the College of Health would normally engage in such circumstances;
- 15.1.3 there are an insufficient number of students enrolled on the course meaning the continued running of the course is financially unviable; or
- 15.1.4 due to the occurrence of an event outside our reasonable control as described in clause 19 (Events outside our reasonable control).

## **16. Consequences of changes to or closure of your course**

### **16.1 Pre enrolment course changes**

16.1.1 If we have to change your course before you have completed the online registration process, 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 against the commitments made in your offer letter and/or relevant programme specification and as reasonably determined by us) before you register at the College of Health, we shall bring the changes to your attention as soon as possible and if you no longer wish to continue on the amended course, you may either:

- 16.1.1.1 terminate the Contract and/or withdraw your application for the course without any liability to us for tuition fees, and with the College

of Health issuing you with a full refund of any and all tuition fees you have paid; or

16.1.1.2 transfer to another course (if any) as may be offered by us for which you are qualified. Where you transfer to another course offered by us which has a higher tuition fee rate to the course you accepted your offer for, you will not be charged this higher tuition fee rate and instead you will only be liable to pay the tuition fee rate for the course you initially accepted your offer for.

## 16.2 Post enrolment course changes or closure

16.2.1 It would be atypical for any changes to be made during an academic year; however, this might be necessary in exceptional circumstances which will be considered on a case-by-case basis. Where changes or course closure are proposed or have to be made for the reasons outlined at clauses 14.1 or 15.1 above, we will inform you at the earliest opportunity and take all reasonable steps to minimise disruption to students. Such steps may include, where your course is closed and we are unable to complete delivery of your course, using all reasonable efforts to, with your consent, transfer you to a new course for which you are qualified: (i) at the College of Health; or (ii) at an alternative higher education provider in the UK.

16.2.2 In the case of minor changes as reasonably determined by us (for example, changing a module from compulsory to optional, changes to module titles or minor variations to module content), we will use reasonable efforts to keep such changes to a minimum and to keep you informed appropriately, for example by email.

16.2.3 In the case of substantial changes as reasonably determined by us, before implementing any such change, we will, where it is possible and appropriate to do so, consult with students to seek their views on the changes/proposals and any potential alternatives or steps to minimise the impact on students.

Changes to the availability of optional modules, or changes which are to students' benefit will not normally be "substantial".

16.2.4 If we make substantial changes to your course (as against the commitments made in your offer and as reasonably determined by us) after you have enrolled and you are unhappy with the changes such that you no longer wish to continue study on your course, you must notify us of this in writing, following which we may offer you a suitable alternative course for which you are qualified (at no additional cost to you).

16.2.5 If you are unhappy with the alternative course we offer you or we are unable to offer you a suitable alternative course, you may end your Contract with immediate effect by giving notice in accordance with clause 11.2. The effect of terminating your Contract is that you will not incur fees for the next or subsequent academic terms and you may be entitled to a full or partial refund of any tuition fees you have paid and/or compensation depending on the circumstances. We will act reasonably in making a determination as to whether a full or partial refund and/or compensation is due (with reference to our [refunds and compensation policy](#)).

You should consider your options carefully before terminating your Contract in such circumstances. You may, for example, want to contact other institutions about whether you might be able to complete your course with them.

16.2.6 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.

## 17. **Online provision of any part of the course**

17.1 If, and to the extent that any part of the course is delivered online, then the following provisions shall apply.

- 17.2 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.
- 17.3 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.
- 17.4 You will need to ensure you have access to a computer with suitable video and audio capabilities, as well as access to a reliable internet connection when not onsite at the College in order to undertake the online elements of your course.
- 17.5 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.
- 17.6 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.
- 17.7 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 data or content uploaded to the virtual learning platform.

## 18. **Liability**

- 18.1 Subject to the remainder of this clause 18, 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.
- 18.2 Where such loss or damage is directly caused by the College of Health (or its staff or representatives), our liability shall, subject to clause 18.5, be limited to 200% of all tuition fees payable by you to the College of Health. The College of Health does not accept liability for loss of opportunity or loss of profit.
- 18.3 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, 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.
- 18.4 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.
- 18.5 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.

## 19. Events outside our reasonable control

- 19.1 Once you have accepted your offer, we will use all reasonable efforts to deliver your course in accordance with the Contract. However, despite taking all reasonable steps to prevent them occurring and to mitigate their impact, some events outside our reasonable control may mean that we are not able to provide your course as described.
- 19.2 We shall not be liable to you 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. Such events may include strikes, lockouts or other industrial action, acts of God, severe weather, natural disasters, pandemic (excluding Covid-19), 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 (a “**Force Majeure Event**”).
- 19.3 We would normally expect such Force Majeure Events to be short term and we will contact you to advise of an alternative course of action, where possible. We shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on your course and the performance of our obligations and such mitigations may include, without limitation, altering timetables to reschedule postponed classes and delivering classes via a different method.
- 19.4 If a Force Majeure Event results in the complete inability to deliver your course for a continued period of six weeks or more then you will be entitled to:
- 19.4.1 defer your course, if you have not yet enrolled on to your course;
  - 19.4.2 interrupt your studies, if you are currently enrolled on your course;

- 19.5 Should you terminate your Contract pursuant to clause 19.40, you will have no liability for the next or subsequent academic terms and you may be entitled to a full or partial refund of tuition fees you have paid depending on the circumstances and we will act reasonably in making a determination as to whether a full or partial refund is due (with reference to our [refunds and compensation policy](#)).
- 19.6 You should consider your options carefully before terminating your Contract, for example whether you are able to transfer any existing academic credits to an alternative course at the College of Health or an alternative higher education institution and you may wish to contact our Programme Support team to discuss this.

## 20. **Intellectual Property**

- 20.1 **“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.
- 20.2 Any Intellectual Property Rights solely developed by you during your course of study at the College of Health shall be owned by you.
- 20.3 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.
- 20.4 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.

- 20.5 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

- 20.6 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>
- 20.7 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](http://www.collegeofhealth.uk/refund-compensation-policy).
- 20.8 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.

## 21. Data Protection

- 21.1 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.
- 21.2 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](http://www.hesa.ac.uk/dataprot)

21.3 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-notice/>.

## 22. General

22.1 The Contract is personal to you and you may not transfer any of your rights or obligations under the Contract to another person.

22.2 The Contract is between you and us and no other person shall have any rights to enforce any of its terms.

22.3 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.

22.4 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.

22.5 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](mailto:admissions@mctimoney-college.ac.uk) marked FAO Student Contract Team.

22.6 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:

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**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: [admissions@mctimoney-college.ac.uk](mailto:admissions@mctimoney-college.ac.uk)

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

Updated: MAY 2025