

COLLEGE OF INTEGRATED CHINESE MEDICINE

ENROLMENT AGREEMENT

This Agreement has been drawn up in order to make explicit the various terms, conditions and policies affecting a student and the responsibilities of the College in respect of the Licentiate course. When signed by both the student and the Dean or Registrar, it becomes mutually binding and effective for both parties.

Please, therefore, read carefully before signing. If you have any queries please contact the Registrar.

1) **Awarding Bodies**

The Lic Ac certificate is awarded by the College of Integrated Chinese Medicine upon successful fulfilment of all Requirements for Graduation as stated in this agreement.

The Bachelor of Science Honours Degree is awarded by University College of Osteopathy upon successful fulfilment of all Requirements for Graduation as stated in this agreement.

2) **Attendance**

Full attendance is expected for each teaching session. Absence is sometimes unavoidable but if it exceeds 20% it may be necessary for the student to leave her/his group and repeat a minimum of 6 months of that year. For clinical hours 100% attendance is a requirement. If any sessions are missed a replacement session of equal length must be attended.

If a student chooses to suspend her/his studies temporarily, the College cannot guarantee that a place will be available at the time she/he wishes to resume. When studies are resumed, it may be necessary to repeat part of the course and this may include examinations and coursework. Fees applying to the group joined will be payable. There will also be an administration fee.

Responsibility for attending class punctually and regularly rests solely with the student. Persistent lateness may result in the student having to repeat part of the course. Full participation for the whole session is important especially given the practical nature of many of the classes.

3) **Fees**

Students are required to pay their course fees in line with the payment options which are sent out with their invoice before the start of each academic year.

Students may not continue onto their next year of study if there are any fees outstanding at the end of their current year. Furthermore, in the Third & Clinical Year, all fees must be paid by the due date shown in order for them to receive their Permission to Practice at the appropriate time.

If a student takes a break from their studies, the fees payable on their return will be those appropriate to the class with which the student will now be studying. In addition, an administration fee of £50 will also be charged unless the student has mitigating circumstances.

Where a student has enrolled on the basis of funding from a Third Party, e.g. a student loan or Career Development loan, in the event that payment is not received from the Third Party within the expected timeframes the payment of fees will become the student's responsibility.

4) **Refund Policy**

Registration fees and deposits are non-refundable unless the student is not accepted on the course.

If for any reason a student withdraws from the course, course fees paid in advance are refundable on a pro-rata basis as detailed in the College Refund Policy.

5) **Course Structure**

It is the aim of the College to maintain a high standard of training and the College is constantly striving to improve the quality and structure of its course. For this reason, the College reserves the right to amend its teaching methods and curriculum as necessary.

6) **Personal Data including Address, Telephone Number and Email**

For administrative purposes students are required to provide the College with a current contact address, telephone number and email address and to inform the Registrar or Office Manager of any changes. Upon enrolment, the College will provide you with an @cicm.org.uk email address, which will be used as the sole email address for all correspondence for the duration of your studies at CICM. It is a requirement that all students access these email facilities frequently.

Outside of the time that you are an enrolled student at the college, your personal email address will be used for correspondence regarding College administration only, no marketing materials will be sent to personal email addresses unless you have opted in to receive these in writing or via our website.

All required personal information collected throughout the enrolment and studying process are stored on a secure, password and firewall protected computer database, which is registered under the Data Protection Act and with the ICO in accordance with EU General Data Protection Regulation 2018 requirements.

Please see the CICM Student Privacy Policy on our website for more details on the collection, management, storage, usage and deletion of personal data.

7) **Exemption Policy**

There are no exemptions but modules completed at a BAAB accredited acupuncture College will be considered for APL.

8) **Dress and Behaviour**

Students are expected to dress in a manner consistent with the professional image of the College. Students are not allowed to attend classes or the clinic under the influence of alcohol or recreational drugs.

9) **Transferring Groups**

Changing from one group to another after enrolling is possible provided that space is available in another group. The fee for the new class will be applied. Applications to change groups should be made in writing to the Academic Director or Student Experience Director and will incur an administration fee of £50. Students will pay the fees at the rate of the new class. Students must complete their degree within five years of commencing the course. In exceptional circumstances students may gain exemption on medical grounds.

10) Assessment

All examinations and assessments must be passed in accordance with the Programme specification and University College of Osteopathy regulations before the student can enter the following year of the course. If a student fails, the re-sit of a 'must pass' exam they are not eligible to complete the year. If they are receiving a loan from the Student Loan Company, the College will notify the Student Loan Company that they are no longer a student at the College. Students will be given dates for the submission of all coursework at the beginning of each year of the course. All coursework must be submitted by the due date and responsibility for submitting the work rests solely with the student. A student is only eligible to sit the end of year theory and practical exams if they are fully up-to-date with their fees and if all coursework has been submitted on time. If the student's coursework does not meet the required standard, she/he may have to repeat the work and persistent failure to meet the required standard may result in the student having to repeat part of the course or be dismissed from the College.

Re-sits and Deferrals at all Levels

If a student fails a 'must pass' assessment or a module, he/she may be offered the opportunity to re-sit. If the re-sit is passed the student may continue to progress through the course with his/her year group. If the student fails, the re-sit he/she will have the opportunity to defer and do one first take and one re-sit with the following group.

Further information on resits, withdrawals and mitigating circumstances is available in the Student Handbook.

Academic Misconduct

All coursework must be the student's own work. If any student is found to have engaged in plagiarism or cheated in any assessment she/he will be subject to the College's procedure on cheating in assessment.

11) Treating Patients

For the well-being of all patients, the College and students, treatment of any person outside of the College with acupuncture, moxibustion, cupping or tuina before receiving a Licentiate certificate from the College is forbidden and will be regarded as a very serious offence. This includes the student treating her or himself for any reason. If you already practise some form of acupuncture or moxibustion, including ear acupuncture, you must obtain permission to continue practising from the Principal. You need to be covered by Professional Indemnity and Public Liability insurance and be bound by a Code of Ethics.

When practicing needle technique at home it is your responsibility to dispose of the needles safely in a sharps box.

It is also important that students do not lead another person to believe that they are qualified in the field that they are studying while they are on the course and that they do not give a diagnosis or treatment or advice without supervision.

All students are required to fill in a Fitness to Practice form each year they are attending the course and inform us of any changes immediately.

12) **Practical classes**

As part of the development of acupuncture point location skills, students are expected to mark on their classmates and have marked on themselves, acupuncture points, which are located all over the body and on the head. Students will therefore be required to palpate and receive palpation from both male and female students and members of staff. Appropriate disrobing will therefore be necessary in the classroom. In some subjects, participation involves the practice of specific techniques such as needling, moxibustion, Tui Na and cupping. It is important that you notify your teacher (including qigong teachers) if there are any major conditions affecting your health, including pregnancy, or any reason why you feel it would not be appropriate for you to participate in a particular session e.g. some techniques might not be appropriate if you are pregnant or have a cold. Students will also be required to take out appropriate insurance or sign a disclaimer to protect themselves when practising practical techniques outside the College.

13) **Confidentiality**

Students must observe confidentiality with regard to information available to them whether divulged by other classmates, staff or patients. This is an essential attribute of a healthcare practitioner and in the classroom this allows learning and exploration in a safe environment. Confidential information should not be disclosed outside the teaching environment, even to friends or relatives, without the patient's written consent.

14) **Future Employment and Registration**

Acceptance onto the programme does not constitute a promise of employment or certification.

Students should be aware that acceptance onto the programme and award by the College of the Lic Ac certificate does not guarantee your eligibility for registration with the British Acupuncture Council or any successor regulator. The regulation of the profession is currently under review and students will need to keep themselves informed of the latest proposals. If it is clear to us from the data you provide in the Declaration on Criminal Records and Fitness to Study and Practise that you would not meet the British Acupuncture Council's current criteria for registration, we will use our reasonable endeavours to draw this to your attention prior to you commencing the course. [In this event and provided that you act promptly and in any event prior to the commencement of the course, you may cancel your enrolment with the College and we will refund any fees you have already paid.] However, the College accepts no liability in respect of a student's eligibility for registration with the British Acupuncture Council or any successor regulator, whether such ineligibility relates to data provided in the Declaration or otherwise.

15) **Complaints Procedure**

Informal complaints can be taken up with a member of staff. If the matter is not resolved to your satisfaction you should write to the Principal giving details. The College's grievance procedure is in the Student Handbook.

16) **Appeals Procedure**

Students may make appeals in the first instance to the Academic Director if they feel that an incorrect procedure has been followed in the context of assessment (coursework and examinations).

Following that, any appeals against incorrect procedure in the conduct of an assessment must be made to

University College of Osteopathy in accordance with the procedure laid down in University College of Osteopathy's Student Appeals Process for Taught Programmes.

17) **Equal Opportunities**

The College is committed to the development of anti-discriminatory practice towards any individual or group of people. To this end the College will endeavour to provide a learning and working environment in which each individual has an equal opportunity to realise her or his full potential. All students are expected to share this commitment and to develop their knowledge, skills and self-awareness in this area. This requires that students are respectful of others, being willing to consider their beliefs and opinions and that students are willing to treat others with civility, courtesy and dignity. A respectful attitude is an essential attribute of a healthcare professional and this may require practice e.g. taking time to consider another's opinion before expressing your own. It is important that students are able to work with the diversity of the student group irrespective of age, body shape, disability, gender, sexual orientation, religion or belief, race, nationality, ethnic or national origins etc.

18) **Computer Use**

Students using internet access at the College are forbidden to make illegal downloads, access pornographic sites or use it for any illegal purposes. Students doing so will be liable to disciplinary action.

19) **Photographs**

Photographs of classes and college activities may be taken at times. The student agrees that these may be used for promotional and teaching purposes by the college without requiring any further waiver. You have the right to opt out of being photographed or having your photograph used at any time by contacting the Registrar.

20) **College Policies and Procedures**

Students must agree to abide by all College and University College of Osteopathy Policies and procedures.

21) **Our Liability to you**

This section sets out and limits the legal liability of CICM or its officers, employees or agents to you.

CICM is responsible to you for foreseeable loss and damage caused by it failing to carry out its obligations under these Terms & Conditions to a reasonable standard or breaching any relevant duties that are owed to you by law, unless that loss is attributable to your own fault or the fault of a third party.

Nothing in this section limits liability arising from:

- a) Death or personal injury caused by the negligence of CICM or its officers, employees or agents; or
- b) Fraud or fraudulent misrepresentation

CICM and its officers, employees and agents shall not be liable and expressly exclude liability to the fullest extent allowed by law for:

- a) Damage to, theft and/or loss of your property (including but not limited to personal possessions, your own IT equipment, bicycles or vehicles) unless caused by the negligence of CICM or its officers, employees or agents
- b) Non-return of work submitted for assessment

- c) Loss attributable to a breach of any procedural requirement detailed in these Terms & Conditions, or any other policy, procedure or regulation, if such loss would have arisen had the procedural requirement been met
- d) Death or personal injury that is not caused by the negligence of CICM or its officers, employees or agents
- e) Indirect or consequential loss, loss of opportunity and loss of income or profit, however arising. Any liability of CICM in contract, tort, breach of statutory duty, misrepresentation or any other liability, however arising, is limited to the greater of the value of the Tuition Fees and Additional Costs paid by you or on your behalf or the amount, if any, that CICM receives from its insurers in respect of that particular loss.

CICM will not be in breach of these Terms & Conditions or liable to you for any loss and/or damage arising from delay in performing or failing to perform its obligations under these Terms & Conditions if such delay or failure results from matters outside CICM's control which could not have been foreseen or prevented even if CICM had taken reasonable care. Matters outside CICM's control include but are not limited to:

- strikes and industrial action
- the unanticipated departure or absence of key members of staff
- power failure
- severe weather
- natural disaster
- epidemic or pandemic
- fire
- war, civil disorder or unrest
- riot
- terrorist attack or the threat of one
- restrictions imposed by the government or public authorities

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

22) **Requirements for Graduation**

Requirements for the Degree and Licentiate in Acupuncture certificate being issued are that the student has completed the weekly clinical practice of the third year and has:

- a) Obtained insurance for Public Liability and Professional Indemnity
- b) Provided evidence of the relevant Local Authority registration
- c) Demonstrated satisfactory clinical competence with respect to diagnosis, treatment planning, treatment skills, sensitivity to patients and patient management
- d) Carried out the minimum number of treatments under supervision and observation of treatments
- e) Completed and handed in all coursework assignments on time and passed all examinations.
- f) Paid all tuition and other fees in full
- g) Completed any special requirements specified by clinical supervisors.

I have received a copy, read, understood and agree to the terms and conditions of this Agreement as signified below. I understand my overall health to be good.

This entire agreement, signed by the applicant, should be sent to College when an offer of a place on the Licentiate course has been received. The agreement will then be countersigned and a photocopy returned to you.

Applicant's signature:

Date:

Applicant's name (printed):

The College agrees:

- To provide good quality classroom teaching and clinical supervision in accordance with the curriculum in the College prospectus.
- To provide appropriate facilities.
- To make assessment and examination standards clear and to provide the student with feedback so that unsatisfactory performance which would indicate a failure to graduate or pass from year 1 to year 2 or year 2 to year 3 may be improved.
- Not to change course content unless it improves the training and the student competence.
- To give any student who has been suspended the right to a hearing to discuss/clarify the reasons for suspension and what is required for re-admission.
- To abide by the requirements of the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR) 2018. Please see the CICM Student Privacy Policy on our website for more details. All personal data and information that you provide to us will be processed in accordance with GDPR and will only be used for the purposes of your application and undertaking studies at our college.

On behalf of the College of Integrated Chinese Medicine the above student is accepted for the Degree and Licentiate in Acupuncture course. The College agrees to the terms and conditions of this Agreement.

Review Date: 2023