

# AECC

## Student Agreement

September 2017



ANGLO-EUROPEAN  
COLLEGE OF CHIROPRACTIC

HE Provider, address, email address, fax and telephone number:

*Anglo European College of Chiropractic (AECC)*

*13-15 Parkwood Road*

*Bournemouth*

*Dorset*

*BH5 2DF*

*UK*

*Email: [info@aecc.ac.uk](mailto:info@aecc.ac.uk)*

*Telephone: +44 (0) 1202 436 200*

*Fax: +44 (0) 1202 436 312*

The location of study including likely work placements:

*Anglo-European College of Chiropractic (AECC). Address as above.*

We are awaiting the outcome of an application to HEFCE for University College title (UCT) and the approval of our new name, under which our future awards will be made. When a decision is announced this will be publicised via our website

<b>Introduction</b>	<b>4</b>
<b>Section 1 Terms for Applicants</b>	<b>4</b>
<b>1. Admissions</b>	<b>4</b>
<i>Aspects of the programme which you may find surprising or unusual</i>	5
<b>2. Offers</b>	<b>5</b>
<i>Cancelling and withdrawing at the start of your programme</i>	5
<b>3. Changes before you enrol</b>	<b>6</b>
<b>4. Admissions appeals</b>	<b>6</b>
<b>5. Admissions Complaints</b>	<b>7</b>
<b>Section 2 – General terms for students</b>	<b>7</b>
<b>6. AECC and student obligations</b>	<b>7</b>
<i>Permission to study in the UK</i>	7
<i>Health and safety and security</i>	7
<b>7. Services</b>	<b>8</b>
<i>Learning Services (including Library)</i>	8
<i>Copyright</i>	8
<i>Information, computing and technology (IT)</i>	8
<i>Student identity cards</i>	9
<i>Accommodation</i>	9
<i>Learning in the Prosecution Laboratory</i>	9
<i>The AECC Clinic</i>	9
<b>8. Changes after you enrol</b>	<b>9</b>
<b>9. Complaints</b>	<b>10</b>
<b>Section 3 – Fitness to practise and study and disciplinary matters</b>	<b>10</b>
<b>10. Fitness to Practise</b>	<b>10</b>
<b>11. Fitness to Study</b>	<b>11</b>
<b>12. Student Disciplinary Procedure</b>	<b>11</b>
<b>Section 4 – Academic matters</b>	<b>11</b>
<b>13. Assessment</b>	<b>11</b>
<b>14. Academic offences</b>	<b>11</b>
<b>15. Academic appeals</b>	<b>12</b>
<b>16. Suspending or withdrawing from your programme</b>	<b>12</b>
<b>Section 5 – Fees and charges</b>	<b>12</b>
<b>17. Tuition fees</b>	<b>12</b>
<b>18. Bursaries and Scholarships</b>	<b>13</b>
<b>19. Additional costs</b>	<b>13</b>
<b>20. Financial difficulties</b>	<b>13</b>
<b>21. Sanctions for non-payment</b>	<b>14</b>
<i>Tuition fees</i>	14
<i>Library sanctions</i>	14
<b>22. Financial arrangements on withdrawal or suspension</b>	<b>14</b>
<b>23. Events outside our control</b>	<b>15</b>
<b>Section 6 – Liability, ending the agreement and general provisions</b>	<b>15</b>
<b>24. Liability</b>	<b>15</b>
<b>25. Ending or suspending the student agreement</b>	<b>15</b>
<b>26. General</b>	<b>16</b>

## Introduction

This document contains the rules and regulations which will apply to you as a student enrolled on a programme leading to an award of this institution. Please read through this agreement and keep it safe so that you can look at it later.

This student agreement forms the basis of the contractual relationship between you and us. It is important that you read this agreement before applying to the programme, accepting an offer or enrolling with us. This agreement explains how we will manage changes to the information that we have given to you, including to this student agreement. This agreement is reviewed annually.

Students enrolled at the AECC become members of the AECC Student Union. You have a right to opt out of membership. For more information, see the [AECC Student Union web pages](#).

Section 1 includes the terms that are relevant to the application and admissions process. Section 6 (Liability, ending the agreement and general provisions) applies to applicants as well as offer holders and enrolled students. All the other sections of this student agreement will apply to you if we make you an offer, and you should read them if you are considering applying or accepting an offer.

The key information about the programme on which you will enrol, such as how the programme is structured, overarching information about learning teaching and assessment methods, and the regulations which govern assessment, including progression and awards, can be found from here: <http://www.aecc.ac.uk/about-the-aecc/ga-statement/>. Please note that we are currently in the process of approving all our existing programmes as awards of this institution. The format of these programme specifications will change when the programmes are approved as awards of this institution, but the aims, learning outcomes and programme content will not. As and when our own programmes are approved the programme specifications will be made available from this webpage.

The MChiro (Hons) programme is Recognised by the General Chiropractic Council (GCC -) beginning in September 2015 for a period of five years without condition. This was approved by the Privy Council in September 2015. The programme is accredited by the European Council on Chiropractic Education (ECCE) for a period of five years from 2016. The MSc Ultrasound and MSc Medical Ultrasound programmes are accredited by the Consortium for Accreditation of Sonographic Education (CASE) for the period April 2013 to April 2018.

Please see under paragraphs 3 and 8 regarding arrangements for changes to the programme.

## Section 1 Terms for Applicants

### **1. Admissions**

- 1.1 You will usually need to apply via the [Universities and Colleges Admissions Service](#) (UCAS) for our undergraduate programme and through our online application system for our postgraduate programmes. You will need to meet certain requirements when preparing your application. We give more information on our website and in our admissions policies and procedures ([Policies for Students webpage](#)). You may be required to attend for an interview (or to take part in an interview via Skype) before we can make you an offer and we may ask for references at this stage.
- 1.2 We consider all applications on equal merit and using transparent academic and non-academic entry requirements to support judgements made during the selection process. Our principal concern when considering your application is that you will be able to achieve the learning outcomes of the programme. AECC is firmly committed to promoting equal opportunity, and our Dignity Diversity and Equality Policy (version 1) available from the [Policies for Students webpage](#) underlies every aspect of our student selection.

- 1.3 If you have not supplied us with up to date, accurate or complete information, we reserve the right not to proceed with your application. If the information would have affected our decision, or we believe your application is misleading or fraudulent, we may withdraw or change an offer. If we subsequently find that you have been admitted on the basis of fraudulent information you will normally have your registration terminated. If you are an international student who has been admitted on the basis of fraudulent information this will normally be reported to the relevant government agency. We will tell you if we do this and you can appeal. ([Policies for Students webpage](#)).
- 1.4 We will apply the standard selection criteria when considering students who need additional learning support. You may need to contribute towards the cost of an assessment and there are limits on the support that the UK government will fund. We might need to ask you to contribute to funding your support. If you are not a UK based student, you may not be eligible for any UK public funding.

### *Aspects of the programme which you may find surprising or unusual*

- 1.5 Given the subject matters of this programme there are some aspects of studying on this programme which you may find surprising or which would differ from the arrangements likely to applying to students following programmes in different subject areas. Information about these aspects of the programme is available in the document [Important information to take into account when choosing your programme](#), which is also sent to you when we make an offer.

## **2. Offers**

- 2.1 An offer may be conditional or unconditional. If the offer is conditional, we will set out the conditions in the offer letter and the other information we give to you with the offer. You will only be able to take up your place if you meet the academic and other conditions and requirements for admission. If you do not meet all of your conditions, please contact us to discuss your options at [admissions@aecc.ac.uk](mailto:admissions@aecc.ac.uk).
- 2.2 When you accept your offer, you will agree to this student agreement.
- 2.3 If you are an international student, you will need the correct visa to study in the UK and you will need to comply with the requirements of your visa. You will not be able to start your course if you do not have the correct visa. If your visa is removed or expires we will have to report to the Home Office and withdraw or suspend you from the College until the matter is resolved.

### *Canceling after you accept your offer*

- 2.4 You have the right to change your mind and cancel this agreement within 14 days of accepting your offer from us. If you want to cancel during this 14-day cancellation period, you must contact Admissions via email to [admissions@aecc.ac.uk](mailto:admissions@aecc.ac.uk) or by sending in the [cancellation form](#).

### *Canceling and withdrawing at the start of your programme*

- 2.5 As well as the cancellation right in paragraph 2.4, you have the right to withdraw from your programme before you enrol and within 14 days of the official start date of the course.
- 2.6 If you want to withdraw, you must contact the Academic Registrar at [Registry@aecc.ac.uk](mailto:Registry@aecc.ac.uk) using the details at the top of your offer letter. You do not have to give a reason. You can tell us that you want to withdraw by email, letter, telephone, or by sending a [cancellation form](#).
- 2.7 If you withdraw within 14 days of the official start date of the course, we will refund any fees that you paid on enrolment. If you wish to claim a refund, you will need to complete a withdrawal form available from the relevant Programmes Office. If you are entitled to a refund, we must pay it to you within 14 days of you withdrawing.

- 2.8 If you want to postpone your start, you must contact the Admissions Office at the AECC ([Admissions@aecc.ac.uk](mailto:Admissions@aecc.ac.uk)) as soon as possible using the details at the top of your offer letter. You may be able to defer entry until the following academic year but this may not always be possible. You will normally not be able to defer entry for more than one year.
- 2.9 You may withdraw from your programme or apply to put your studies on hold after 14-days from the official start date of the course. We may not refund all the fees you have paid if you do this and there may be implications for arrangements with the Student Loan Company or other financial support.

### 3. Changes before you enrol

- 3.1 We may change our admissions requirements for future applications. Once we have published the requirements, we will only change them in exceptional circumstances. For example, we might have to change entry requirements for programmes that lead to a professional qualification or registration if this is required by the professional body or regulator. It is important that we can update or amend programmes and units. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students.
- 3.2 We formally review our programmes periodically under our Programme Approval and Periodic Review Policy available from the [Policies for Students webpage](#). If we have planned a review for a programme it will be published on our website.
- 3.3 We may also make changes to programmes under our Programme Modifications Policy and Procedure<sup>1</sup>. These changes will not affect the nature, focus or purpose of the programme.
- 3.4 If you have applied for a programme we will contact you if we make significant changes to the programme information on our website or to other information we have given to you, including this student agreement.

### 4. Admissions appeals

- 4.1 Normally there is no right of appeal against a decision not to offer a place on the programme either on academic grounds or as a result of your interview. We will only consider such an appeal:
- Where there is substantial new information, which for valid reason was not made available either on the application form or during the selection procedure, and where that new information is significant and directly relevant to the original decision.
  - Where there is evidence of improper conduct or irregular procedure during the selection process or the complaint investigation.
- 4.2 We will not consider appeals based on errors made by external agencies, organisations or individuals but will in such cases undertake to review our original decision in the light of new information if that information is significant and directly relevant to the original decision.
- 4.3 If you believe you have grounds for appeal against an admissions decision you should follow our Admissions Complaints and Appeals Procedure (version 1) available from the [Policies for Students webpage](#). You should write to the Academic Registrar ([Registry@aecc.ac.uk](mailto:Registry@aecc.ac.uk)) within two weeks of the date of admissions decision feedback, including your evidence to support the grounds for appeal.

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<sup>1</sup> This policy is currently under development and will be published on the [Policies for Students webpage](#) when it is approved.  
AECC Student Agreement published December 2016 (V2)

## 5. Admissions Complaints

- 5.1 If you wish to complain about our recruitment, selection or admissions process, you should follow our Admissions Complaints and Appeals Procedure (version 1) available from the [Policies for Students webpage](#). In the first instance you should contact the Academic Registrar ([Registry@aecc.ac.uk](mailto:Registry@aecc.ac.uk)). You should make your complaint within two weeks of the matter you are complaining about. We will only consider a complaint that you make later than this in exceptional circumstances.

## Section 2 – General terms for students

### 6. AECC and student obligations

- 6.1 When you start your studies at the AECC you will become part of a diverse community of students and staff from a wide range of backgrounds. We are committed to developing an inclusive environment, where all who study and work here are treated with dignity and respect and are given the opportunity to achieve their potential irrespective of their background. Please refer to our Dignity Diversity and Equality Policy (version 1) available from the [Policies for Students webpage](#)<sup>2</sup>
- 6.2 If you are involved in confidential research or consultancy work, you must not disclose any confidential information unless you have written consent from the AECC.
- 6.3 If you are involved in any activities in the prosecution laboratory or activities that involve contact with patients you must sign a confidentiality agreement.

#### *Permission to study in the UK*

- 6.4 If you have been sponsored by the College under the UK Visas and Immigration's Tier 4 points based system or have a permit to study in the UK it is your responsibility to ensure that you have the correct documentation to remain in the UK and that your visa is appropriate and current. If you do not have the correct document this is an offence in law and could lead to your deportation from the UK by UK Visas and Immigration. If you are sponsored under these arrangements we require you to report weekly to the Registry Office to confirm your attendance and to comply with the terms of the Tier 4 Student Attendance Monitoring Policy (version 1) available from the [Policies for Students webpage](#). If you do not attend for more than 10 days then we are legally required to report this to UK Visas and Immigration.

#### *Health and safety and security*

- 6.5 You must tell the relevant Programmes Office as soon as possible if you suffer any illness or other circumstance that means that you are unable to attend scheduled academic events, or that may affect your academic performance. Please see the Policy for the consideration of Mitigating Circumstances affecting assessments (including Extensions) for all students enrolled on programmes leading to AECC awards (version 1) available from the [Policies for Students webpage](#).
- 6.6 If you are enrolled on any programme and have a serious infectious disease you should inform the relevant Programmes Office as soon as possible and not attend AECC until you have been told that it is safe to return.
- 6.7 You must comply with any instructions given by the AECC about health and safety and fire safety, given in the Health and Safety Policy available from the [Policies for Students webpage](#).

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<sup>2</sup> The College is in the process of finalising a Religion and Belief Policy, which will be made available on the [Policies for Students webpage](#) as soon as it is approved.

- 6.8 You must not smoke or use electronic cigarettes in any College buildings or at entrances to our buildings; if you wish to smoke you should use the smoking shelter provided in the front Car Park.
- 6.9 The College does not permit abuse of alcohol or the use of drugs or other illegal substances. Abuse of alcohol or drugs may lead to your fitness to complete your programme of study being questioned and the College taking action under the Student Disciplinary Procedure or Fitness to Study and Practice Regulations.
- 6.10 You are responsible for and must look after any equipment or property that we allocate to you or authorise you to use. You may need to pay for repair or replacement if items are damaged, lost or stolen. We will give you further information when we provide equipment. We ask you not to remove College equipment from the premises or from one room to another.
- 6.11 There is no facility for students to park their cars on site at the College. There is parking for bicycles available behind the main College building.

## 7. Services

### *Learning Services (including Library)*

- 7.1 All AECC students have access to AECC learning services which includes library facilities. When using AECC resources or facilities you must comply with the AECC Rules relating to Library Use (version 1) available from the [Policies for Students webpage](#). If you do not comply with these rules and regulations when using these resources or facilities we may apply sanctions under those policies. We may take action under the Student Disciplinary Procedure.

### *Copyright*

- 7.2 The College is licensed to allow some copying of copyright materials, which would otherwise constitute a breach of copyright. You must comply with the conditions of the licence by following the detailed instructions, posted near each photocopier. You must record all photocopying as described in these instructions. You should note the requirements of the Copyright Policy (version 1) available from the [Policies for Students webpage](#).

### *Information, computing and technology (IT)*

- 7.3 When using the College's IT facilities, you must comply with the Computer acceptable use policy and Email and Internet Use Policy available from the [Policies for Students webpage](#) and the associated regulations policies, and procedures. These rules apply to all computer and telecommunications networks including telephone, wireless and internet services used by or provided by us.
- 7.4 You must not give third parties access to our resources. Additional rules or restrictions may apply to some resources, facilities, software, hardware or services, for licensing or other reasons. For example:
- we have licensed resources on terms that only allow use for educational purposes, and not for personal or commercial use. Use of resources for other purposes is not permissible
  - you must not use the College's network, resources or services for any illegal purpose, such as harassment, malicious activity or fraud.
- 7.5 If you do not comply with the ICT Rules, we may apply sanctions, and we may stop you accessing resources. Breaches of the ICT Rules may also result in action under the Student Disciplinary Procedure.

### *Student identity cards*

- 7.6 When you enrol we will take your photograph for your student identity card, and you will receive your card once you have completed the registration process. The identity card gives you entry to the College buildings, enables you to borrow library books, and identifies you as a student of this institution with permission to be on our premises, so you should keep it safe and carry it with you at all times when you are at the College. The card is for your use only. If you lose it you can ask the Reception for a replacement. This will cost £10.

### *Accommodation*

- 7.7 You are responsible for making your own accommodation arrangements while enrolled at the College. There is plenty of accommodation available for rent in the local area, and the Student Union can offer you advice and assistance in finding accommodation if you need it. See the [accommodation page](#) on our website.

### *Learning in the Prosection Laboratory (for chiropractic students only)*

- 7.8 There are very strict regulations surrounding the use of donated bodies within the United Kingdom. Everyone who uses the facilities has an obligation to ensure the facilities are used appropriately at all times and that the dignity of those who have generously left their bodies to medical science is preserved. The prosected specimens are fragile and must be handled with great care. There are specific rules, regulations and working procedures for the Prosection Laboratory. These are set out in the Programme Handbook you receive when you enrol.

### *The AECC Clinic (for chiropractic students only)*

- 7.9 We have our own clinic on site, which has over 50,000 patient visits per year. This is where you will undertake your clinical placement if you are enrolled on the chiropractic programme. There is also a satellite clinic at Bournemouth University. There is a clinic manual which sets out all the detailed requirements for students working in the clinic and you will receive this manual at the relevant time.

## **8. Changes after you enrol**

- 8.1 It is important that we can update or amend programmes and regulations. We do this to make sure that the curriculum, teaching and learning methods and forms of assessment are up to date, to maintain academic standards and enhance the quality of learning opportunities for students. Sometimes changes may be needed to meet the requirements of our Professional, Statutory and Regulatory Bodies.
- 8.2 We formally review our programmes periodically under our Programme Approval and Periodic Review Policy (version 1) available from the [Policies for Students webpage](#). If we have planned a review for a programme it will be published on our website.
- 8.3 We may also make changes to programmes under our Programme Modifications Policy and Procedure<sup>3</sup>. These changes will not affect the nature, focus or purpose of the programme.
- 8.4 We may also need to make changes to other information that we have given to you, including to this student agreement.
- 8.5 Updates to a programme following a formal review or under the modifications procedure will usually apply only to new intakes of students. However, in some circumstances, changes may affect current students. If a proposed change does affect current students, and is a significant

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<sup>3</sup> This document is currently under development and will be published on the [Policies for Students webpage](#) as soon as it is approved  
AECC Student Agreement published December 2016 (V2)

change to information in the Programme Handbook that we give you when you enrol then we will consult the affected students under the procedure below. Examples of significant changes are:

- A change of award or programme title
- The removal or addition of a unit
- A change in the aims or outcomes of a programme or unit
- A change in the place of delivery
- A major change to information about assessment or learning and teaching methods (we will not normally consult students about changes to information that was marked as indicative).

- 8.6 If a proposed significant change will affect current students as described above, we will not implement it for current students unless we obtain the written agreement of at least 75% of the affected students. We will make reasonable efforts to obtain student support for the changes and we will inform the affected students if we implement the changes.
- 8.7 If we make a significant change to your programme with the support of other students for reasons other than an Event Outside Our Control (see section 5), or we make a significant change to information given to you, and in either case you did not agree to the change and it causes you exceptional hardship, we will consider whether it is appropriate to take further steps to reduce the adverse effects for you. There may be limits or conditions on any offer that we make to you.
- 8.8 In some cases, we will review a programme because we are considering closing it for future intakes. If we decide to close a programme, we will make sure that appropriate arrangements are in place until current students have completed the programme. We will manage and maintain academic quality and standards and provide appropriate learning opportunities. We will manage this process under our Programme Closure Policy and Procedures.<sup>4</sup>

## 9. Complaints

- 9.1 The Student Complaints Policy for all students enrolled on programmes leading to AECC awards (version 1) applies if you wish to make a complaint about programmes, services or facilities provided by the AECC. A complaint is defined as 'an expression of dissatisfaction by a student or students about the College's action or lack of action, or about the standard of service provided by or on behalf of the College'. The policy is available from the [Policies for Students webpage](#).
- 9.2 If you are not satisfied after completing all the stages of our Student Complaints Policy, you can complain to the [Office of the Independent Adjudicator for Higher Education](#) (the OIA). Further information is given in our policy.

## Section 3 – Fitness to practise and study and disciplinary matters

### 10. Fitness to Practise (Chiropractic only)

- 10.1 As the chiropractic programme is intended to provide access to a regulated profession your fitness to practise is assessed under our Student Fitness to Practise Regulations for BSc (Human Sciences)/MSc Chiropractic and MChiro (Hons) students enrolled on programmes leading to AECC awards (version 1). The policy is available in full from the [Policies for Students webpage](#).

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<sup>4</sup> This document is currently under development and will be published on the [Policies for Students webpage](#) as soon as it is approved.

## 11. Fitness to Study

- 11.1 We are committed to an ethos of equality and inclusivity and aim to promote positive mental health and well-being. We encourage all students to ask us for support as soon as possible when it is needed so that we can help you realise your full potential and complete your studies.
- 11.2 Occasionally a student's physical or mental health condition may impact upon their own, or others', ability to fulfil their potential; alternatively a student's behaviour may give cause for concern but the Student Disciplinary Procedures may not be the most appropriate route of resolution. The Fitness to Study Policy for all students enrolled on programmes leading to AECC awards (version 1) outlines the action that we will take in such instances to ensure that issues can be dealt with in a clear and transparent fashion. The policy is available in full from the [Policies for Students webpage](#).

## 12. Student Disciplinary Procedure

- 12.1 As a member of the College community, you must conduct yourself with regard for the good name and reputation of this institution. We will normally consider giving advice and guidance to improve conduct and behaviour before taking action under the Student Disciplinary Procedure. Minor disciplinary issues will normally result in an informal oral or written warning. For more information, see the Student Disciplinary Policy and Procedures for all students enrolled on programmes leading to AECC Awards (version 1). The policy is available from the [Policies for Students webpage](#).

## Section 4 – Academic matters

### 13. Assessment

- 13.1 The assessment regulations which apply to your programme are set out in the Assessment Regulations for all Higher Education programmes available in full from the [Policies for Students webpage](#). These include the maximum periods for completion of programmes, pass marks and adjustments, requirements for progression, submission of work (including the consequences of late submission), attendance at examinations and requirements for particular awards and classifications. These regulations also set out requirements and restrictions on re-assessment and re-sits, repetition of units, and caps on marks in some circumstances. Assessment regulations are reviewed regularly and you will be notified of any changes
- 13.2 Please note that for all Higher Education programmes at the AECC the pass mark is 50%.
- 13.3 Unless you have agreed an extension with us in advance under the relevant procedure, there are important consequences if you submit work late. For example, work may not be marked or the mark may be capped. This is explained in the assessment regulations available from the [Policies for Students webpage](#).
- 13.4 Detailed rules apply to examinations – for example, governing student behaviour while in examination rooms. These rules are given in the Programme Handbook which you receive when you enrol.

### 14. Academic offences

- 14.1 All academic offences are serious and will be dealt with using the Academic Offences Policy and Procedure for all students enrolled on programmes leading to AECC awards (version 1), available in full from the [Policies for Students webpage](#). Academic offences include behaviours such as, cheating, collusion, acquiring or buying material or paying another person to complete an assignment, and Plagiarism. It is also an offence to assist another student to do any of these things

## 15. Academic appeals

- 15.1 An academic appeal is a request for a review of a decision of an academic body charged with making decisions on student progression, assessment and awards. For more information see the Academic Appeals Policy for all students enrolled on Higher Education programmes leading to AECC awards (version 1) available from the [Policies for Students webpage](#).
- 15.2 You must tell us about mitigating circumstances under the relevant procedure before the Assessment Board meeting. If you did not do this, you cannot appeal based on these factors. For more information, see the Policy for the consideration of Mitigating Circumstances affecting assessments (including Extensions) for all students enrolled on programmes leading to AECC awards (version 1) available from the [Policies for Students webpage](#).
- 15.3 Even if your appeal is successful, you need to complete and pass all elements of your work before progressing to the next stage of your programme. You will not receive your degree or other academic qualification until all outstanding examination or assessment appeals have been resolved.
- 15.4 If you are not satisfied after completing all the stages of our Academic Appeals Procedure, you can complain to the [Office of the Independent Adjudicator for Higher Education](#) (the OIA). Further information is given in our policy

## 16. Suspending or withdrawing from your programme

- 16.1 If you wish to withdraw from your programme or put your studies on hold for a period (suspend your programme), you should discuss this with the Head of the relevant Programmes Office. There may be financial implications if you withdraw or suspend your studies (see section 5). If you are being sponsored by the College on a tier 4 student visa there will also be implications for your leave to remain in the United Kingdom. You should discuss this with the Academic Registrar before making a decision.

## Section 5 – Fees and charges

### 17. Tuition fees

- 17.1 We are committed to a fair and transparent policy for charges made to our students. We will use reasonable efforts to tell you promptly if any fees or charges are payable, along with details of the arrangements for payment. Detailed rules and procedures are set out in the Fees Policy. Please make sure you refer to the correct document. If you are unsure please e-mail [fcampbell@aecc.ac.uk](mailto:fcampbell@aecc.ac.uk)
- 17.2 We sent you information about your tuition fees with your offer letter. Where there are additional payments required for things you need for your programme, these are set out in the [Important information to take into account when choosing your programme document](#), also sent with your offer.
- 17.3 UK and EU students taking an undergraduate programme may be eligible for a tuition fee loan from the Student Loan Company. If your loan application is accepted, the Student Loan Company will pay your tuition fees to us directly. If not, you must pay your fees in full or by instalments. The Student Loan Company has its own rules and procedures and you must follow these. You will need to apply to the Student Loan Company for each year of your programme.
- 17.4 If a sponsor or third party has agreed to pay your tuition fees, they must pay those fees for each academic year by the date on the invoice. If the sponsor or the third party does not pay on time, you are still personally responsible for the fees.

- 17.5 If you are obtaining a tuition fee loan from the Student Loan Company you must bring a copy of your Student Finance approval letter to the AECC Finance office. You will also need to tick the appropriate section on the payment page of your online enrolment. You may pay your tuition fees in one instalment on completion of your online enrolment or in three instalments.
- 17.6 If a tuition fees loan is not being obtained from the Student Loan Company then tuition fees are payable to the AECC. The tuition fees are payable at the beginning of the academic year. The AECC will allow you to pay your fees in three instalments. You can pay by bank transfer, credit or debit card or cash. We will confirm the amounts and the due dates when we agree the instalments. If you do not pay your tuition fees by the due dates we may apply an administration charge of £10.00 per week or part of a week that the fees remain unpaid.
- 17.7 You must make sure that your tuition fees are paid on time. Failure to pay is a serious matter. We may take action against you. It is important that you tell us if you change your contact details or address so we can contact you about payments. You are personally responsible for ensuring that your tuition fees are paid, even if you are sponsored by a third party, have applied for a student loan or a third party is paying them.
- 17.8 In exceptional circumstances, we may agree an extended payment plan with you. However, we cannot do this if it would breach your visa requirements.
- 17.9 If you are suspended or withdrawn from your programme you will need to pay tuition fees up to the date of withdrawal or suspension. If you have paid more fees than are due to us, we will refund them.

## 18. Bursaries and Scholarships

- 18.1 There are details of all bursaries and scholarships on our website from the [Bursaries and Scholarships](#) (MChiro programme only) page.

## 19. Additional costs

- 19.1 In addition to your Tuition Fees and living costs there are a number of items which you will be required or recommended to purchase in order to get the maximum benefit from the programme. There are also items which are optional which may enhance your time at the College but which attract additional costs. There are also costs which would apply if, for example, you are required to be reassessed following failure in a unit. These costs are set out in the document [Important information to take into account when choosing your programme](#) document, also sent with your offer. This document is reviewed and updated annually.

## 20. Financial difficulties

- 20.1 If you are experiencing financial difficulties, you should tell us as soon as possible. We will always seek to be understanding of your financial circumstances.
- 20.2 If you are having difficulty paying library fines and/or charges you should contact the library or email [LearningServices@aecc.ac.uk](mailto:LearningServices@aecc.ac.uk). If you are having difficulty paying any other debts to AECC email [Finance@aecc.ac.uk](mailto:Finance@aecc.ac.uk).
- 20.3 Wherever possible, our finance team will work with you to agree an acceptable repayment plan. We will consider your individual circumstances and any supporting documentation you provide. If you do not keep up with payments under a repayment plan the debt will immediately become payable in full.
- 20.4 If you do not agree with the debt, you should email [Finance@aecc.ac.uk](mailto:Finance@aecc.ac.uk) as soon as possible. If the dispute is not resolved, you can complain under the Student Complaints Policy and

Procedure. We will not apply sanctions or take action to recover the debt while we deal with your complaint.

- 20.5 If you do not pay any fees or charges on time, we may also take steps to recover the debt under our debt management procedure. We may refer debts to external solicitors and/or debt collection agencies who will take steps to recover the debt. This may include taking court action to recover the debt. If we take action to recover the debt, you may have to pay interest and additional costs of the action, such as debt collection agency fees, search fees and legal fees.

## 21. Sanctions for non-payment

### *Tuition fees*

- 21.1 If you fail to pay tuition fees when they are due, or to make payments under an agreed repayment plan, we may apply all or any of these sanctions:
- withdraw your library borrowing rights
  - withdraw your access to AECC IT systems
  - withdraw you from your programme
  - not issue you with a final award certificate
  - not allow you to re-enrol for the next academic year
  - not pay bursaries or scholarships unless an acceptable payment plan is in place.

### *Library sanctions*

- 21.2 Please return all library books on time to avoid running up library fines. Please make sure that when you leave the College whether you have finished your programme or you withdraw, you return all library books as soon as possible. We will take steps to recover overdue library fines and charges owed by current students alongside provisions of our AECC Rules relating to Library Use (version1) available from the [Policies for Students webpage](#).
- 21.3 As well as taking steps to recover payment of the debt, the Library will prevent you from borrowing further items or renewing existing loans if you have:
- unpaid library fines
  - an item which is overdue
  - damaged an item, even if you have paid for it.
- 21.4 If you do not pay outstanding library fines or charges, we may refer them to our external solicitors and/or debt collection agents who will take steps to recover the debt.

## 22. Financial arrangements on withdrawal or suspension

- 22.1 If you withdraw or suspend your studies, or if we withdraw you or suspend you, you are responsible for tuition fees up to the date that you are withdrawn or suspended. If you have paid more fees than are due to us, we will refund them.
- 22.2 If you have taken a tuition fee loan from the Student Loans Company, we will tell the Student Loans Company of the adjusted amount of tuition fees that are payable. If a refund is payable, we will pay it to the Student Loan Company.
- 22.3 If you withdraw or put your studies on hold, or if we withdraw or suspend you, it may affect the number of years for which you can get a student loan. You may have to repay maintenance grants, loans or bursaries and you may not have access to other funding. It is important to consider this if you are considering withdrawing or putting your studies on hold.

## 23. Events outside our control

- 23.1 We will not be liable to you if we fail to perform, or delay, any of our obligations under this student agreement because of an Event Outside Our Control. An Event Outside Our Control is any act or event beyond our reasonable control including civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 23.2 If an Event Outside Our Control affects our performance under this student agreement, we will contact you as soon as reasonably possible. The affected obligations are suspended and our time for performance is extended while the Event outside our control continues.
- 23.3 We will start to perform our obligations again as soon as reasonably possible when the Event Outside Our Control ends.

## Section 6 – Liability, ending the agreement and general provisions

### 24. Liability

- 24.1 We take reasonable care to keep our students safe and secure on our campus. We are responsible for:
- Loss or damage you suffer that is a foreseeable result of our breach of this student agreement or our negligence. Loss or damage is foreseeable if it was an obvious consequence of our breach or negligence or if it was contemplated by you and us at the time we entered into this agreement
  - Death or personal injury caused by our negligence or the negligence of our staff
  - Loss or damage caused by our fraud or fraudulent misrepresentation
  - Loss or damage that you suffer if we have not provided services under this agreement with reasonable care and skill and within a reasonable time.
- 24.2 We are not responsible for:
- Loss or damage that you suffer, including theft or damage to property, because of the actions or omissions of other people who are not our staff, sub- contractors or agents, for example other students or members of the public; or
  - Loss or damage that you suffer because you have not followed instructions, have been negligent or careless yourself or if you have not taken steps that we asked you to take. For example, we may ask you to take action under a risk assessment related to any activity, or we may ask you to comply with requirements under an insurance policy.
- 24.3 We recommend that you insure personal property against loss or damage. Please check whether you have appropriate insurance cover.
- 24.4 You may be liable to us if you cause damage or loss to our staff, property or buildings that is a foreseeable result of your breach of this student agreement or your negligence.

### 25. Ending or suspending the student agreement

- 25.1 Your student agreement will end if you cancel or withdraw from your programme.
- 25.2 If you are an international student, the terms of your visa may not allow you to put your studies on hold.

25.3 We may withdraw your offer and end your student agreement if:

- you provided inaccurate or incorrect information
- you do not meet the conditions of your offer
- the programme is withdrawn or deferred before you have enrolled.

25.4 We may withdraw you from your programme and end this student agreement, or we may suspend you from your programme if:

- you have not met the requirements of your programme, including:
  - The academic requirements
  - The professional requirements
- you have provided inaccurate or incorrect information
- we require you to withdraw or we suspend you under:
  - The Fitness to Practise Procedure
  - The Student Disciplinary Procedure
  - The Academic Offences Policy and Procedure
- you fail to pay tuition fees.

25.5 We may withdraw you from your programme and end this student agreement if:

- You do not respond or re-engage with your learning after we have raised concerns with you about your level of engagement with your programme; or
- You do not have or maintain the correct visa or other immigration status to allow you to study here, or fail to comply with any conditions attached to your visa.

25.6 If you are an international student on a Tier 4 visa we are required to report to the Home Office if you choose to suspend or withdraw from your programme, or if we suspend or withdraw you from your programme.

## 26. General

26.1 You must tell us about any changes to your personal information. You must email [Registry@aecc.ac.uk](mailto:Registry@aecc.ac.uk) about any updates or changes immediately so that we can update your details on our student record system. We will use the contact details you give us and you should not expect us to find alternative ways of contacting you.

26.2 No third party has any right to enforce any of the terms of your student agreement.

26.3 This student agreement and any dispute or claim arising out of it or in connection with it are governed by and construed under the English law and subject to the jurisdiction of the English courts.

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