



## **EQUINE PHYSIOTHERAPY DIPLOMA PROGRAMME**

### **LEARNER AGREEMENT AND WITHDRAWAL POLICY**

These conditions form the basis of the Learner Agreement between The Open College of Equine Studies (the College) and the enrolled person (the Student). Please retain a copy of this Policy for your records.

#### **RIGHTS AND OBLIGATIONS OF THE STUDENT**

##### **I. PAYMENT OF FEES**

I.1 The Service provided in return for the payment of the course fee payable by the Student includes the provision of:

- Course materials consisting of course modules presented in PDF format and e-learning materials;
- Study Guide;
- Face to face teaching delivery during study weeks and internships;
- Online teaching delivery;
- Tutor and course advisor support;
- Marking and assessment of assignments;
- Study Weeks and internships, including lunch but excluding accommodation, breakfast and dinner;
- Book borrowing from The Open College library service, excluding postage costs;
- Regular newsletters sent by email

I.2 Responsibility for the payment of all fees lies with the Student, even when another person has undertaken to pay fees on the Student's behalf.

I.3 Fees shall be paid directly to TOCES in full in advance.

I.4 Additional fees are payable for:

- Printed course material and ring binders
- Postage costs when printed course material and ring binders are required
- Re-marking fee for referred (failed) Summative Assignment and practical work
- Additional books (optional)
- Postage charges when borrowing books from The Open College library and sending assignments in to TOCES
- British Library copyright fees when papers and journals are obtained
- Overseas students pay the additional cost of airmail for posted materials

- Travel expenses to and from Study Weeks
- Study week accommodation, breakfast and dinner

## **2. REFUND OF FEES**

### College Closure of Provision

- 2.1 Where the provision is closed or withdrawn by the College for operational reasons an alternative programme of study of a comparable size and level will be offered.
- 2.2 If the offer of the alternative qualification / programme is not accepted by the Student fees in respect of outstanding modules not yet completed will be refunded. Fees for modules already completed will not be refunded.
- 2.3 Where the provision is closed or withdrawn by the College normally at least 28 days' notice will be given.
- 2.4 Applications for refunds must be made in writing by the Student to the Principal and must be accompanied by the original, or a copy, of the college receipt as proof of payment.
- 2.5 All refunds have to be approved by the Principal.
- 2.6 The College will not be liable for the refund of fees to Students or for any other financial penalty should the programme, or individual elements of the programme, be cancelled due to war, flood, foot and mouth or other contagious disease, strike, lock-out, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond the College's control.

### Voluntary Withdrawal of a Student

- 2.7 If the Student withdraws voluntarily, the Terms and Conditions of the College's Withdrawal Policy apply.

## **3. ADMINISTRATION**

- 3.1 The Student must notify the Course Administrator at TOCES of any changes of details provided on the Enrolment Form as soon as the change occurs.

## **4. ACADEMIC REGULATIONS**

- 4.1 The Colleges reserves the right to refuse admission to the programme if the following conditions are not met:
  - 4.1.1 The Student has attained the prescribed entry qualifications for the programme.
  - 4.1.2 In the opinion of the College the Student is likely to benefit from the programme and achieve its qualification aims and outcomes.
- 4.2 The Student will attend all Study Weeks and Internships as required which will include all lectures, assessments and examinations, and will complete all work assignments, case studies, portfolios, project and practical work which form part of the programme.

## **5. GENERAL REGULATIONS**

- 5.1 This College is committed to ensuring that disabled people, including those with learning difficulties, are treated fairly. All reasonable adjustments to provision will be made to ensure that disabled students and other disabled people are not substantially disadvantaged.

## **6. HEALTH AND SAFETY REGULATIONS WHILST ON COLLEGE PREMISES**

- 6.1 The Student has a duty to take care of his/her own health and safety and that of other Students. The Student will at all times take reasonable steps to discharge this duty and at all times comply with the Health and Safety regulations which are published by the College.
- 6.2 If the Student has a disability or has a medical condition which could affect their ability to perform the activities of the course, he/she shall inform the course tutor or equivalent at the time of enrolment.

## **7. COURSE PARTICIPATION**

- 7.1 The student will read and refer to the Course Study Guide/Handbook supplied by the College which:
- explains how the courses work
  - provides support in getting started with the programme
  - explains what is expected when completing assignments and sending work in
  - explains how to access help and support
  - explains the grading criteria that is applied to work
- 7.2 The Student acknowledges that:
- 7.2.1 The College is a Distance Learning College and the programme is largely delivered through tutor-supported self-directed study.
- 7.2.2 They are able to contact the College at the main office in person or by email or phone at any time Monday – Friday between 0900 and 1700 hours (GMT) for any questions, queries or concerns they may have about the programme requirements. Emails and telephone messages received outside of these times, or during English Bank Holiday days, will be responded to on the next working day.
- 7.2.3 They are able to contact their allocated course advisor, as advised upon enrolment, at any reasonable time via email or phone to arrange a suitable time to discuss assignment preparation, understanding of course material or any other queries they may have.
- 7.2.4 They will check their emails, including spam filters and ‘junk’ email boxes, on a regular basis and ensure that the domain equinestudies.co.uk is not “blacklisted” by their email provider.
- 7.2.5 They must complete each study stage in order as per the Personal Study Planner provided by the College.
- 7.2.6 All work assignments are required to be submitted in Microsoft Word Format with the exception of PowerPoint presentations as stipulated. The student will ensure their computer system they use for assignment preparation is compatible with Microsoft Office applications.
- 7.2.7 All formative and summative assignments are compulsory and all questions are required to be submitted at the same time as one document, with the exception of PowerPoint presentations.
- 7.2.8 Before attending a Study Week, the student must have read through the units covered at the Study Week, have attempted most of the in-text questions and begun the Formative Work Assignment for these modules. Other pre-requisites may be in place; students will be notified of these by the College.
- 7.2.9 The student must book onto the appropriate Study Week before the Study Week booking deadline; they will also read and acknowledge the Study Week booking terms and conditions. If in any doubt about which study week should be attended and when, the student will contact the College for clarification.

- 7.2.10 The student must complete each Study Period and Level to a satisfactory standard, i.e. a minimum of a pass grade, to be permitted to progress to the subsequent Study Period and Level. Should the student not be permitted to progress, they will be awarded with a TOCES Certificate in Equine Health Management to reflect their achievements.
- 7.2.11 Upon completion of the Equine Physiotherapy Diploma Programme in full, students will be awarded a Pearson Assured certificate.
- 7.2.12 No student must advertise themselves as an Equine Physiotherapist until they have completed the Equine Physiotherapy Diploma Programme in its entirety and have been certificated accordingly.

## **8. COURSE COMPLETION AND EXTENSION**

- 8.1 The College completion and extension policy is designed to ensure that students maintain satisfactory progress. Students are expected to complete all required coursework and assessments before the course completion date. Study Weeks, internships, externships and all other practical work must be attended/completed within the course completion time.
- 8.2 The course completion date is calculated from 14 days following the Enrolment Date (the date payment is received). In exceptional circumstances, the completion date may be extended.
- 8.3 To request an extension a written application to the Programme Manager, two months before the expiry date is required. The Programme Manager may grant a maximum extension of six months. An extension will only be granted in exceptional circumstances and the decision of the Programme Manager shall be final.
- 8.4 In the event that an extension is not granted, or the original six month extension is exceeded, but the student wishes to complete the course requirements, any combination of the following fees may be due for payment by the Student:
  - 8.4.1 Difference between the course fees paid at time of enrolment and the current course fee at the time of course continuation request.
    - Additional or updated course material if required at £50 per unit
  - 8.4.2 Marking fee per assignment submitted after course completion date of £25 per work assignment/assessment
  - 8.4.3 Study week attendance fee £110 per day
  - 8.4.4 Administration fee of £100
- 8.5 If more than seven years has elapsed since enrolment you may be required to re-enrol onto the programme if an extension is not deemed appropriate at the College's discretion.

## **RIGHTS AND OBLIGATIONS OF THE COLLEGE**

### **9. SERVICES TO BE PROVIDED**

- 9.1 The College will provide the services required to enable Students to complete their distance learning programmes successfully. These services include the provision of course material in printed and e-learning formats, a study guide/course handbook, tutors to mark and assess student work, lecturers to deliver lectures at both study weeks and via online webinars and tutorials. A Course Advisor is allocated to each student to provide ongoing support as requested by the student.
- 9.2 Where the number of Students studying the programme falls below a level, which in the reasonable opinion of the College is necessary for the programme to viably continue, the College reserves the right to cancel, suspend, alter or merge the programme. The College undertakes to give a minimum of 28 days' notice of such alteration.

- 9.3 The College reserves the right to alter the number of learning hours, the syllabus, location, dates and methods of delivery of the programme in the interests of cost-efficiency and quality of outcome at any time during its duration.
- 9.4 The College will arrange the study weeks necessary to complete the programme and will make students aware of the dates, pre-requisites and booking deadlines via the electronic newsletter (sent to all students by email), on the Moodle e-learning platform, the college Facebook page and websites. If a study week has to be cancelled or postponed for any reason, an alternative date will be provided.

## **10. LIABILITY**

- 10.1 The College accepts no responsibility for any loss or damage to the property, including any motor vehicle or cycle of the Student while on the College premises, nor any personal injury to the Student, unless, in the latter case, caused by the College's negligence.
- 10.2 The College hereby expressly excludes liability for any indirect or consequential loss, which may be suffered by the Student as a result of any breach of these conditions or any other act or omission of the College or its employees or agents.
- 10.3 In the event that the College is found liable to the Student, the liability of the College will be limited to the fees actually paid (except for liability for death or personal injury resulting from the College's negligence).

## **11. CIRCUMSTANCES BEYOND THE COLLEGE'S CONTROL**

- 11.1 The College will have the right to without liability and without being deemed to be in breach of these conditions, to cancel or alter in any way the programme to which this Learning Agreement relates, where it is obliged to do so through any circumstances beyond the control of the College.
- 11.2 In these circumstances, the College may attempt to rearrange the original programme but is under no obligation to do so.

## **12. GENERAL DATA PROTECTION REGULATION (GDPR)**

- 12.1 General Data Protection Regulation (GDPR) regulates the way in which all personal data is held and processed. Due to the nature of the business TOCES needs to collect and use information about people with whom we work. This includes prospective and existing students.
- 12.2 TOCES is registered as a data controller on the register kept by the Information Commissioner's Office (ICO).
- 12.3 The personal data of students is covered by the lawful basis of contract. The legal basis for holding this data is that of processing necessary for TOCES to comply with its contractual obligations.
- 12.4 Full information can be found in TOCES General Data Protection Regulation (GDPR) Policy which can be found at [www.equinestudies.co.uk](http://www.equinestudies.co.uk) and within the Moodle e-learning platform.

## **13. STUDENTS WITH DISABILITIES**

- 13.1 TOCES is committed to ensuring that disabled people, including those with learning difficulties, are treated fairly. All reasonable adjustments to provision will be made to ensure that disabled students and other disabled people are not substantially disadvantaged.
- 13.2 Students with learning difficulties, disabilities and special needs are assessed on an individual basis and the likely impact of the disability on the student's ability to successfully complete the programme of

study is evaluated. This evaluation considers the health and safety of the student, and those working with the student, in the range of situations likely to be encountered during the programme.

- 13.3 When assessing admission for students with physical or sensory disabilities health and safety is considered. Every reasonably practicable step that can be taken to ensure health and safety will be taken to ensure the student can successfully complete the programme. Where health and safety could be compromised in a situation, an alternative teaching or assessment method is used, e.g. simulation, if possible.
- 13.4 Certain physical disabilities may, for health and safety reasons, preclude attainment of learning outcomes within certain elements of a programme. In these circumstances, following an assessment of the student's personal plans and career/learning goals, and the extent to which the learning outcomes could or could not be achieved, alternative modules or an alternative programme will be recommended.

## **WITHDRAWAL POLICY**

This Withdrawal Policy details refunds and fees payable if you cancel your enrolment and withdraw from your course. Please read this document carefully as it forms part of your Learner Agreement. Please retain a copy of this Policy for your records.

### **Terms and Conditions of Withdrawal**

1. The Equine Physiotherapy Diploma Programme at The Open College of Equine Studies operates on a combination of 'pay in advance' and annual 'Pay as You Learn' basis.

In order to provide 'The Service' the course fees cover a contribution towards the cost of developing the programme and producing the academic content of the course, the tutorial support you receive from the start of your course, your online or PDF course material, associated administrative costs and the cost of contracting tutors and providing online resources to support your studies. These costs are incurred before you start your studies and, when you enrol, you agree to become liable for the relevant Payment Stage course fee as set out in this document.

2. The 'Service' you will receive upon enrolment is detailed in the Learner Agreement.
3. Under The Consumer Contracts Regulations 2013, your right to cancel a service starts the moment you enter into the contract and lasts 14 days.
4. You are deemed to enter into a contract with The Open College of Equine Studies on the day you pay either the full course fee or the first payment of a payment plan. This date is your 'Enrolment Date'.
5. For the purposes of the Equine Physiotherapy Diploma Programme there will be five 'Enrolment Dates':
  - Payment Stage 1 (Enrolment Date 1)
  - Payment Stage 2 (Enrolment Date 2)
  - Payment Stage 3 (Enrolment Date 3)
  - Payment Stage 4 (Enrolment Date 4)
  - Payment Stage 5 (Enrolment Date 5)
6. You will only complete one enrolment form which is valid for the five enrolment dates/payment stages.
7. You must ensure that TOCES has received your completed Enrolment Form and signed Withdrawal Policy and Learner Agreement on or before Enrolment Date 1, i.e. on or before the day your first payment is received. TOCES must be in receipt of these documents before course material will be posted, emailed or made available online.
8. You will have access to an 'Induction Module' for the first 14 days following your Enrolment Date 1. This provides a Study Guide and a clear indication of the style, level, content and character of the digital

content of the full programme. It is designed to give you the opportunity to appraise the programme. When you select to progress beyond the Induction Module you are classified as having downloaded digital content.

9. If you want to download digital content within the 14 day cancellation period you must agree to waive your cancellation rights.
10. Fees paid will be refunded if you notify us **within 14 days of your Enrolment Date** that you intend to withdraw from your course, and if appropriate, return the course material to us, well packaged.
11. If you do not notify us or return the material within this timeframe, or you download digital content within the 14 day cancellation period, you are deemed to have accepted the terms of payment and you are liable to pay the course fee due in that Payment Stage.
12. Fees paid in respect of printing and postage are non-refundable.
13. If you withdraw from your course more than 14 days following your Enrolment Date, you will be liable to pay the fee due in that Payment Stage.
14. The Open College of Equine Studies shall not be liable for refund of fees or any other penalty should courses or study weeks be cancelled due to war, fire, strike, lockout, industrial action, tempest, accident, civil disturbance, or any other cause whatsoever beyond their control.
15. If you wish to withdraw from your course, please email or write to the Programme Manager at The Open College of Equine Studies. Please note that it is not sufficient to tell your tutor or course advisor that you wish to withdraw from your course. You must confirm your intentions to the Programme Manager so that you can be correctly advised of your fee liability.

If you have any queries about this Withdrawal Policy please contact the office on 01284 811 401 or by email at [admin@equinestudies.co.uk](mailto:admin@equinestudies.co.uk)