



CNMO Student Agreements

ALL CNMO Qualifications.

1. Your Agreement

The following terms and conditions constitute the agreement between you and the College of Non Musculoskeletal Osteopathy (CNMO) for the provision of your course ("Agreement"). The College of Non Musculoskeletal Osteopathy is a Trading Name of OSTEOPATHIC EDUCATION AND CLIENT SERVICES LTD Company number 11354856 Registered Address: 2A Park Road, Barnoldswick, BB18 5BG, UK. As such this agreement is between yourself and Osteopathic Education and Client Services Ltd and not any individual that is employed by or is otherwise associated with this Company.

1.1 Having paid, you agree you are bound by these clauses below, whether or not you have signed and returned this agreement. This statement appears on the website, and you were advised to read these documents before paying.

1.2 Accepting this Agreement

By confirming your enrolment with CNMO through submitting the application form you are also accepting the terms and conditions of the CNMO Student Agreement.

1.3 You understand that the awards and qualifications are internally validated by the CNMO, that they are not part of a global University credit system, any components of the course(s) are not transferable to other institutions for credit exchange, and the CNMO qualifications are not externally accredited or validated. You agree not to portray the CNMO awards as though they are university awarded, and you agree not to try to use the qualification in a way that implies you are claiming it is a university delivered programme or qualification.

1.4 Privacy

The personal information you provide to CNMO is being obtained for the purpose of processing your application for enrolment. It will be used by CNMO for general student administration and communication and other matters relating to the education and welfare of you as a student. While the provision of this information is voluntary, if you do not provide all or any of this information it may delay or prevent the processing of this application for enrolment. This information will be stored securely. You may access or correct any personal information provided by contacting CNMO.

As much of our courses are conducted online it is important you are aware that CNMO reserves the right to monitor and record all usage through its moodle and other course websites.

2. Your Obligations

2.1 By accepting this Agreement you:

- a. Agree to comply with CNMO Policies as/ if published within the CNMO moodle website
- b. Acknowledge that while studying online, you will be respectful of staff, instructors and fellow students;
- c. Will refrain from using derogatory, discriminatory or abusive pictures or language in emails, social media, online chat rooms, forums or while making enquiries with staff;
- d. Agree that if you breach the good conduct policy https://www.det.nsw.edu.au/policies/student_serv/discipline/stu_discip/PD20020075.shtml?level=TAFE&categories=TAFE%7cstudent+administration%7cdiscipline+%26+behaviour with poor conduct this can result in being blocked from CNMO courses, both now and in the future and will make you ineligible for a refund for this course.
- e. Where a course / unit requires practical technique instruction, demonstration or practice, that you are fit and well and have no health or other issues that would limit or constrict your participation in these practical elements in any way.
- f. If you have any issues that might affect your participation that you agree to bring this to the CNMO's awareness prior to enrolment as this may affect your ability to enrol.
- g. That where a course / unit stipulates sensitive area contact, such as parts of the pelvic and urogenital examination routines for example, that any consenting concerns you might have are brought to the CNMO's attention prior to enrolment. Consent is not a given, and you are free to withdraw consent for certain procedures at any time, but if this is the case you acknowledge that this might impact on your learning and might impact on your ability to complete a course / unit, and therefore might impact on your ability to gain your chosen award. The CNMO does not guarantee that it can identify and accommodate solutions to changes in consent for course requirements after enrolment.
- h. Confirm that you fulfil all entry requirements and have access to the required equipment, as specified in the CNMO programme handbook or within this agreement, for the course in which you are enrolling;
- i. Confirm that all information provided to CNMO at the time of enrolment was accurate and complete.
- j. Agree to pay all requisite fees associated with your course plus VAT, if applicable ("Course Fee"); and
- k. Acknowledge and accept the Fees and Charges as published in the Course / Programme Handbook.
- l. Understand that you have a set period of time in which to complete the course and if you require further study and/or assessment time, there may be an additional cost.

3. Your Acknowledgment

3.1 By accepting this Agreement you acknowledge:

- a. Depending on your particular course, you may need to provide your own equipment or maintain other registrations or certifications (such as being a registered osteopathic practitioner in your country and having professional indemnity insurance that also covers your participation in the course) in addition to the course materials and this will be at your own expense
- b. That if you require printed copies of the online course learner guides this is an optional requirement and will incur a fee.
- c. Library resources (if applicable) will only be accessible during the period of your enrolment in the course.
- d. You will require reliable internet and computer access, as well as the basic skills to operate this equipment, to successfully complete your online studies.

- e. You may be required to acquire additional computing equipment or software for your particular course and you acknowledge that this course requires broadband internet access to complete the emodules and access course communications and resources and to submit assignments, participate in forums, chats and discussions.
- f. You acknowledge that the Course Fee does not include:
 - i. Postage of any assessments or other materials by you to CNMO; or
 - ii. Any materials that are listed or optional to your course.
- iii. Travel or other personal costs associated with undertaking the course / programme, such as IT provision and broadband relevant to accessing your course
- g. It is your responsibility to inform CNMO in writing within seven (7) days of any corrections or changes to your personal details such as are relevant to your enrolment.
- h. It is your responsibility to retain an electronic copy of all assessments submitted CNMO for the duration of your course.
- i. You must communicate with the CNMO through its moodle course website, via your course page for the duration of your course and that CNMO will officially communicate with you via that address and through your space.

4. CNMO's Obligations

4.1 Under this Agreement, CNMO agrees to:

- a. Supply you with online course materials for the period of your course and access to relevant practical or clinical events is applicable to your course, unless acts of God, pandemics and other unavoidable reasons prevent
- b. Provide you enrolment / access to your space on the relevant course page of the moodle website;
- c. Provide you with access to learning and administrative support during the period of your enrolment in the course
- d. Mark or grade your assessments until the expiry of your course.

4.2 On successful completion of all assessments and the full payment of the Course Fee, CNMO will issue you appropriate certification for your course.

4.3 CNMO may make changes to your course (including lecturers, units, learning materials and assessments) and this Student Agreement as reasonably required from time to time. CNMO may also make reasonable changes to the additional Fees and Charges.

4.4 Provide a staff member to address your concerns, financial or otherwise.

5. Your Assessments

5.1 You are entitled to sit for each assessment event free of additional charges in the first two instances. If you are deemed by your assessor to be 'not yet competent' after two assessment attempts, an additional fee will apply.

5.2 Reasonable adjustment. If you have a recognised disability, you need to declare your status at the time of enrolment to ensure we can provide the required support and can apply reasonable adjustments to the

assessment events in your course. Before commencing your course, please discuss your requirements with CNMO.

6. Paying Your Course Fees

6.1 You can choose to pay in full at the time of enrolment or follow an adapted plan only if this is available / described in the programme handbook. Most programmes do not qualify for an instalment payment plan. If this was not advertised when you went to pay for your course, it is not available.

- a. Concession fees are not available, unless periodically advertised, and are time limited.
- b. Please be aware that you are liable for the entire amount of the course fee, even if you finish your course early or withdraw, unless other stipulations are made in the programme handbook.

6.2 If you fail to pay for subsequent instalments of your Course Fee (if these are applicable to your programme) by the due date, CNMO reserves the right to:

- c. Withhold provision of course materials;
- d. Restrict access to your space;
- e. Withhold marking or grading of assessments;

7. Course Duration and Extensions

7.1 The maximum duration of your course is specified on the CNMO Programme Handbook. In the event that you do not complete the course within the maximum duration, your enrolment expires without refund.

7.2 If you wish to extend your Course beyond the course expiry date, you must:

- a. Have paid all Course Fees; and
- b. Submit a request for a course extension/deferral to CNMO prior to the expiry date, clearly stating the reason for needing an extension/deferral; and

7.3 Please note extensions are subject to availability and CNMO retains the right to refuse an extension at its absolute discretion.

8. Course Deferral

8.1 You can request a deferral of your studies for a maximum of 12 months, if available by contacting CNMO

8.2 CNMO will call you to discuss course deferral and other options. The Withdrawals Officer will then send the CNMO deferral form to you by email to complete, as required.

8.3 The Withdrawals Officer will then advise you in writing of the outcome of your request.

8.4 Course deferral arrangements exclude you being eligible for a refund, as you are asking CNMO to hold a study place for you. You will still be liable for all payments due under this Agreement.

8.5 If you are paying for your course with a direct debit plan or by instalment you will still be liable for the payment plan agreed to at your initial enrolment, you cannot defer your payments.

8.6 Enrolled students who are approved for study deferral and do not recommence training within the approved time frame, will forfeit their student place and will be treated as a new enrolment if seeking to start their course again. This means they will incur a new student fee if the deferral time is exceeded.

8.7 While CNMO will endeavour to place students in the same qualification after deferral, without the student incurring additional costs, this cannot be guaranteed in all circumstances. For example, where there is a release of a new Training Package; or where circumstances mean that the course is no longer offered by CNMO.

9. Course Transfers

Are not available.

10. Cancellations & Refunds

10.1 It is the candidate's responsibility to review the Cancellations and Refunds policy / information in the programme handbook / in this agreement. The general policy is that there are no refunds, and if any practical elements of a course have to be suspended or moved to a different date do not constitute a reason for a refund. Withdrawal from the course for personal reasons is not a valid reason for a refund as the student retains use of online materials, and any practical elements cannot be refunded due to administrative costs and a place cannot generally be swapped to another candidate / applicant or student. If you find someone who pays for your place, and takes it over, then you may be eligible for a part refund, less the administrative fee. Once you have logged onto the course moodle / resources website(s) you will not be eligible for any portion of any online course, or any online part of a course that includes in person elements.

11. Student Inactivity

11.1 CNMO teachers and coordinators periodically review the progress of all students in their course. If, after discussion with you and tracking of your online progress, you are deemed not to be making sufficient progress with your course assessments, you will be withdrawn with due notice provided.

11.2 If we make repeated attempts to contact you and have not heard from you within 6 weeks, we will offer your place to another student and automatically withdraw you.

12. Other Terms

12.1 Any physical course material that CNMO provides to you shall become your property. However, the content of the course materials, and all intellectual property rights contained therein, remain the property of CNMO or any nominated third party. You may not reproduce any part of the course materials or assessments without the prior written consent of CNMO. This printed version of CNMO course material does not become your property, but you can retain the copy long term for your ongoing personal study use only. The CNMO reserves the right to request the return of any such material at any time after graduation or departure from the College, and you agree to return it at your cost.

12.2 By accepting this Agreement:

You are warranting that you are not legally bankrupt; and have sufficient means to pay for your tuition

Signed:.....

Name (print):.....Date:.....