

THE COLLEGE OF NATUROPATHIC MEDICINE
ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ENROLMENT

1 INTERPRETATION

1.1 In these terms:

The **College/we/us/our** means the College of Naturopathic Medicine Limited with company number 6936339 and of Unit 1, Bulrushes Farm, Coombe Hill Road, East Grinstead, West Sussex RH19 4LZ;

Confidential Information means any confidential information relating to the College including a) personal details relating to the identity, address or otherwise in relation to clients or other Students; b) information in any way connected to a patient or that patient's case or treatment undertaken by any Student on the Course; c) Students' website log-in credentials; d) details of any Student complaints;

Course means any of our CNM courses to be undertaken by the Student as identified on the applicable enrolment form;

Course Fee means the fees payable to the College per Student for participation on the relevant Course (excluding the Study Materials) either in full or by instalment in advance in accordance with an agreed payment plan;

Course Materials means any materials provided to you by us as part of your Course;

Diploma means the accreditation prescribed by the College issued to each Student for satisfactory completion of the Course;

Enrolment Fee means the non-refundable fee payable to the College upon enrolment;

Student/you/your means any individual enrolled on any Course up to the receipt of the Diploma;

Student Rules means the rules contained in the student rules document as notified to you;

Study Date means the first official day of study on any Course as stated as the 'start date' on the enrolment form or the future start date as set by student services if a student

has deferred within the deferral notice period; and

Study Materials means books, literature, journals, stationery or otherwise used and acquired by you for study on the Course.

1.2 Words in the singular shall include the plural and vice versa.

2 CONTRACT

These terms and conditions, including the Appendices, constitute the terms of a legally binding contract between you and the College and shall apply to you during the time you are a Student with us. Any offer of a place at the College to study on one of our Courses shall be subject at all times to these terms.

3 ENROLMENT

3.1 Your enrolment is complete when:

- 3.1.1 you complete our application form;
- 3.1.2 you signify your acceptance to these terms and conditions;
- 3.1.3 you pay the Enrolment Fee; and
- 3.1.4 you provide all of the documentation required by the remainder of this clause 3.

3.2 As part of your enrolment, you will be required to provide us with the information we reasonably require during the enrolment process. You agree to inform us as soon as is reasonably practicable upon your discovery of any material change or development in any of the information you have previously provided to us.

3.3 We reserve the right to refuse the enrolment of any Student who fails to respond to our enrolment instructions.

3.4 The College is obliged to comply with relevant immigration laws. Students studying at the College from outside of the European Economic Area are required to attend a face-to-face session on or around their Study Date and provide original copies of their passport

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and relevant VISA documentation for verification.

- 3.5 We reserve the right to make reasonable variations to the content and syllabus of your Course at any time.

4 STUDY

4.1 A Diploma will be issued only to those Students who satisfactorily complete one of our Courses. No Student is permitted to practice, prescribe independently or take any fees (excluding expenses) for any advice or treatment related to their Course prior to receipt of a Diploma.

4.2 We reserve the right not to issue any Student with a Diploma if they fail to achieve the standard required by their Course without refund of the Course Fee. Satisfactory completion of a Course requires you to:

- 4.2.1 enrol;
- 4.2.2 attend in full no less than 90% of your Course's face-to-face teaching time;
- 4.2.3 adhere to these terms and conditions and the Student Rules at all times;
- 4.2.4 (if paying by instalments) pay the Course Fee in full before completion; and
- 4.2.5 complete each necessary Course year by passing all necessary exams, assessments, training, clinical hours and case studies.

4.3 For the duration of your Course, you will be responsible for:

- 4.3.1 recording your own clinical hours and training logs and maintaining accurate records for future reference;
- 4.3.2 meeting the costs of any Study Materials;
- 4.3.3 bringing clients to the student clinic as directed; and
- 4.3.4 ensuring your VISA (if applicable) remains valid.

4.4 All clinical hours and case studies must be completed within six months following completion of your specialist training. Any Student who fails to complete any Course class or module on time without notifying us of any approved extenuating circumstance may be required to repeat such class, clinic or module and we reserve the right to charge an additional appropriate fee.

4.5 If you fail to attend at least of 90% of your course, you will need to repeat the missed classes at your own time and cost.

4.6 You must attend all examinations and achieve at least the specified pass mark. If you fail to achieve the pass mark, you must resit the relevant exam at the next available opportunity and we reserve the right to charge an appropriate fee.

4.7 All assignments set as part of your Course must be completed and submitted on time. Any assessments handed in after the applicable deadline or require re-marking will be subject to a reduced mark and may be subject to a marking fee of £10.00

4.8 You will be entitled to holiday during your Course in accordance with the Course lecture plans and these dates will be notified to you in advance.

4.9 Each Course will only commence with a minimum of 20 enrolled Students and we reserve the right to withdraw any Course that does not meet these requirements at any point prior to the Study Date. If we have to withdraw any Course under this clause, we will notify you as soon as possible and any Course Fees you may have already paid for that particular course will be promptly refunded.

4.10 Your place on your Course is personal to you and is non-transferable.

5 FEES

5.1 The Enrolment Fee must be paid in order to be enrolled on a Course.

5.2 The Enrolment Fee is non-refundable.

5.3 Course Fees must be paid to us either:

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- 5.3.1 in full in advance at least six weeks prior to your Study Date; or
 - 5.3.2 in accordance with an agreed Course Fee payment plan.
 - 5.3.3 if Enrolment Fee is paid with less than 6 weeks before Study Date, payment is due immediately
- 5.4 Enrolment Fees or Course Fees can be paid either by cheque payable to 'The College of Naturopathic Medicine', debit or credit card either through our online facility or over the telephone or by bank transfer into our nominated bank account. Course Fees can also be paid as by direct debit (by way of our direct debit form provided on request, subject to approval. Interest charges apply).
- 5.5 The first Course Fee instalment paid by direct debit to us must be paid at least four weeks prior to your Study Date, with subsequent instalments due in accordance with the agreed Course Fee payment plan.
- 5.6 All fees are inclusive of VAT unless otherwise stated. Our VAT number is GB977614278.

6 DEFERRAL

- 6.1 You may defer your Study Date provided you tell us in writing at least two months prior to your Study Date. Courses may not be deferred after the Study Date or if outside of the permitted deferral period. Should a student not attend after the Study Date the course fees still remain payable according to their original Study Date.
- 6.2 The Course Fee for the deferred Course payable to us will be adjusted to the price of the Course on the date that the deferral is approved by us and a deferral fee of £150 will be payable.
- 6.3 If you pay your Enrolment Fee and there are less than two months before the Study Date, it is not possible to defer that course and the Course Fees will remain due and become payable to The College immediately.
- 6.4 For the first instance of deferral, a non-refundable deferral fee will be charged of £150. This will be credited to the deferred

course once the course fees for that course become due. With all subsequent deferrals within the deferral period, the deferral fee incurred would be non-refundable and not credited to any course fees.

7 CANCELLATION

- 7.1 Your cancellation rights vary depending on whether or not your contract with us is classified as a contract made at a 'distance' or 'off-premises'. We are duty bound by law to notify you of your rights if you have made such a contract with us and we will provide you with your additional rights in writing in that event, and the rights given under clauses 7.2 and 7.3 will only apply to you should you wish to cancel your contract following your 14 day cooling off period. The 14 day cooling off period commences the day after the Enrolment Fee has been paid.
- 7.2 In circumstances where a Student completes their Course enrolment, you have the right to cancel your enrolment no later than two months prior to your Study Date. Your cancellation date will be the date that we are deemed notified of your decision to cancel in writing. Any cancellation successfully made prior to expiry of this cancellation period will result in any Course Fees paid to us refunded to you within 14 days using the same means of payment as used by you unless agreed otherwise.
- 7.3 If you wish to cancel your enrolment on any Course outside of the permitted cancellation period or deadline in clause 7.2 or enrol with less than two months prior to your Study Date, the Course Fee will not be returned or if applicable, will remain due and become payable to us immediately. Should you wish to cancel outside of the permitted period, the remaining course fees for the balance of the course remain due and are payable to The College immediately whether it be a one year, two year or three year course.
- 7.4 If you pay your Enrolment Fee and there are less than two months before the Study Date, it is not possible to cancel that course and the

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Course Fees will remain due and become payable to The College immediately.

7.5 For the purposes of this cancellation clause:

7.5.1 Biomedicine (1 year Course);

7.5.2 Nutrition (2 year Course);

are considered individual Courses when studying them as a part of our Diploma Course in Nutrition, and

7.5.3 Biomedicine (1 year Course);

7.5.4 Naturopathy (1 year Course);

7.5.5 Naturopathic Principles (1 year Course);

7.5.6 Specialist Training Acupuncture (3 year Course);

7.5.7 Specialist Training Herbal Medicine (3 year Course); and

7.5.8 Specialist Training Homeopathy (3 year Course),

are considered individual Courses when studying them as a Diploma in 'Herbal Medicine, Acupuncture and Homeopathy', and

7.5.9 Digestive System on-line;

7.5.10 Nutrition for Everyday Living;

7.4.11 Natural Chef Course or

Vegan Natural Chef Course

are considered individual Courses when studying them as a part of our Natural Chef or Vegan Natural Chef Diploma Course.

7.6 If you withdraw from your Course, or your participation on your Course is terminated for any reason you must:

7.6.1 cease attending any classes or undertaking research;

7.6.2 pay any outstanding sums owed to the College. This includes the balance of the entire course whether it is a one, two or three year course.

7.7 If you fail to participate in your Course to such an extent that your Director of Studies reasonably believes that you will be unable to successfully complete your Course, or fail to adequately respond to our attempts to seek

your re-engagement with your Course, we reserve the right to consider you withdrawn from your Course and take steps to terminate your place.

8 LATE PAYMENTS

8.1 If you are, for any reason, unable to adhere to the Course Fee payment plan, you must first notify us in writing.

8.2 Whilst we endeavour to take into account your circumstances, if your Course Fees fall into arrears you will not be permitted to continue to study on your Course until either the Course Fees are paid or a satisfactory payment plan is agreed with us.

8.3 If you have commenced study on your Course and become unable to pay, or do not pay on time, your Course Fees at any point, the balance of the Course Fee shall become payable immediately.

8.4 We reserve the right to charge interest on late Course Fees at the statutory rate. Interest will accrue daily and be payable monthly.

8.5 In addition, we reserve the right to charge an administration fee of £20.00 for each reminder for payment we have to send to you to chase for Course Fee payment.

9 WARRANTY

We can make no guarantee or warranty that we will stay a member of a particular governing body or association for your whole study period. Change in governing body or accreditation does not give you reason to cancel a Course.

10 DATA PROTECTION

You confirm that you have read and understood the College's data protection policy, a copy of which can be found at www.naturopathy-uk.com/privacy-policy.

11 CONFIDENTIALITY

11.1 At any point on your Course you may become the recipient of Confidential Information. During the time which the Confidential Information is in your possession or under your control you must not disclose such Confidential Information to any third

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party outside of your Course without the prior written consent of the subject of the Confidential Information or as otherwise required by law.

11.2 In addition to clause 11.1, you may not without the consent or direction of the College or your Course staff use the Confidential Information other than for what is reasonably necessary to fulfil the requirements of your Course.

12 INTELLECTUAL PROPERTY

12.1 The College is the rights holder of the intellectual property rights in relation to the:

12.1.1 College logo/crest/badge/emblem;

12.1.2 College's name and brand;

12.1.3 Course Materials; and

12.1.4 College's official website at www.naturopathy-uk.com and www.cnmstudent.com

12.2 No licence is granted to any Student to use or distribute in any way the intellectual property rights without the prior written consent of the College.

12.3 We may without prior notice, from time to time, record any part of your Course using either any or a combination of video, audio or still images, for marketing purposes. Any intellectual property rights in relation to such recordings belong to the College and you agree to permit us the right to distribute these records for any legitimate business purpose.

12.4 No Student may record any part of their Course in any way without the prior written consent of the College.

12.5 You acknowledge that all intellectual property rights subsisting in, or which may in the future subsist in, any Inventions or other works generated by you as part of or in connection with your Course shall automatically vest in the College on creation absolutely and you waive all rights, including moral rights under the Copyright, Designs and Patents Act 1988 that may subsist in that regard.

12.6 You agree to give us details in writing of all inventions and works embodying intellectual property rights made at any point during the time you are enrolled on your Course whether made by you either wholly or partially.

13 HEALTH AND CRIMINAL RECORDS

13.1 All Students must complete Appendices 1 and 2 by providing us with the information we require and observe clause 3.2 in relation to the information provided.

13.2 You must inform us through your Director of Studies if you at any point are required to take prescribed medication during Course time.

13.3 Where a Student is alleged to have committed a criminal offence and such Student's conduct has been reported to the police, this will not preclude the College from taking its own disciplinary action under these terms.

13.4 Where the police decide not to pursue the matter, nothing shall prevent the College from pursuing its own disciplinary proceedings.

14 INTERNET USE

14.1 You are required to have access to the internet at all times during your Course.

14.2 During the time you are enrolled on your Course you must be mindful of the Student Rules when using the internet.

14.3 Whilst we endeavour to ensure that any computer equipment and software made available for your use has reasonable security and anti-virus protections, use of such computer equipment is at your own risk. We cannot guarantee that Course Materials and other information downloadable or printable for the Course from the College will be uninterrupted or error free.

14.4 Students are permitted to use social media for personal use through the College's IT resources provided that such use does not infringe the Student Rules and no Student does anything that would not be acceptable in

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any lecture, live discussion or face-to-face situation.

15 DISCIPLINARY POLICY

Any Student who breaches or is suspected of materially breaching any of these terms or the Student Rules may be subject to the College's disciplinary procedure.

16 INSURANCE

16.1 You must take out adequate student indemnity insurance with a reputable insurer to cover case work done under supervision. We are happy to provide assistance in this regard.

16.2 Insurance under clause 16.1 must be taken out ideally prior to the Study Date but at the latest prior to commencing the clinical training aspect of your Course.

16.3 We reserve the right to deny suspend or terminate any Student's access to any part of their Course if that Student is unable to produce satisfactory evidence of adequate insurance cover on request.

17 LIMITATION OF LIABILITY

17.1 We accept no responsibility or liability for any loss or damage to your personal property whilst that property is on the College's premises.

17.2 In addition, we accept no liability for any losses, damages or expenses incurred by you as a result of any changes made to, or delays or failures to our Courses, that are out of our control.

17.3 Subject to clause 17.4, our total aggregate liability under or in connection with these terms in relation to each Student for any loss for any reason (including negligence) shall, in relation to any event and all events preceding that event (taken together), be

limited to the total amount of the Course Fee received in full in the prior 12 month period ending with the date of the breach.

17.4 Nothing in this clause 17 will limit or exclude our liability for death or personal injury caused by our negligence.

18 COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION

18.1 If you have a complaint, please contact us at studentservices@naturopathy-uk.com.

18.2 We will decide to participate in any alternative dispute resolution process at our discretion. If you have made your Contract with us online, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform via <https://webgate.ec.europa.eu/odr/main/?event=t=main.home.show>.

19 GENERAL

19.1 We reserve the right to amend these terms and conditions, including those contained in the relevant appendices, at any point without notice to you. An up-to-date version of these rules can be found at www.cnmstudent.com.

19.2 You have the right to contact us in relation to any queries you have in relation to these terms. Please direct all queries to info@naturopathy-uk.com, or contact us on 01342 410 505 in the first instance, or to our main address.

19.3 These terms and all matters arising from or connected with them are governed by English law and any dispute between you and us arising out of or in connection with these terms, including disputes relating to non-contractual obligations, will be subject to the exclusive jurisdiction of the English courts.

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APPENDIX 1

Criminal Record Declaration

Please provide details of any past or present criminal convictions, including spent convictions. You are advised that the disclosure of any criminal conviction, spent or otherwise, may also be required by your insurer and may affect your ability to get insurance.

Surname:		Forename:	
<p>Criminal record declaration</p> <p>Do you have any convictions, cautions, reprimands or final warnings which are not 'protected' as defined by the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013)? Y/N _____</p> <p>If you have answered yes please provide details of your criminal record in the space below.</p>			

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APPENDIX 2

Health Record

Please answer 'Yes' or 'No', if you have answered 'Yes' please provide as much detail as possible.

No. #	Question	YES	NO	Details
1	Do you have any ongoing health conditions?			
2	Are you receiving any pills/tablets, injections or other treatment at present?			
3	Have you ever suffered a work-related illness or given up work or study because of ill health?			
4	Have you ever had any physical or mental limitation which may affect your ability to study?			
5	Have you ever had a drug or alcohol problem which has affected your ability to work or study?			
6	Do you have any other serious on-going health condition (which may require special support*)?			

* In order for us to consider whether we are able to provide you with such support, please provide us with written medical evidence from a doctor and send this to studentservices@naturopathy-uk.com. We will then confirm what support we will be able to offer.

SHARING MY INFORMATION WITH THE ASSOCIATION OF NATUROPATHIC PRACTITIONERS

(Please tick) I agree that my contact information may be shared with the Association of Naturopathic Practitioners (ANP) so that they can invite me to local "continuing professional development" events, provide details of membership and enable me to obtain student status for membership with associated benefits.

SIGNATURE PAGE

I confirm that the information given in this form is true and accurate to the best of my knowledge and belief and by my signature below I agree to comply with these terms and conditions.

.....
Student Name

.....
Signature

.....
Date