

# THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY 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 and Complementary Medicine Limited with company number 293229 and of 25 Wolfe Tone Street, Dublin 1, Ireland;

**CNM Student Platform** means a web-based platform provided by the College to Students enrolled on certain Courses;

**CNM Student Platform User** means a Student enrolled on a Course with an element of online study and granted authorisation to use the CNM Student Platform (defined above) to complete a Course;

**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 client or that client'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, including all materials provided via the CNM Student Platform;

**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 It is your responsibility to check the applicable rules around practising naturopathic medicine in the jurisdiction you reside before enrolling on a Course if you intend to practise naturopathic medicine following completion of a Course.

3.2 Your enrolment is complete when:

- 3.2.1 you complete our application form;
- 3.2.2 you signify your acceptance to these terms and conditions;
- 3.2.3 you pay the Enrolment Fee; and
- 3.2.4 you provide all of the documentation required by the remainder of this clause 3.

3.3 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

## THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

reasonably practicable upon your discovery of any material change or development in any of the information you have previously provided to us.

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

3.5 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 and relevant VISA documentation for verification, unless enrolled on an online Course, in which case an online consultation will be conducted by the College.

3.6 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 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 complete 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 €30.00

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 number of enrolled Students (to be

## THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

decided by the College prior to commencement of the Course) 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:

- 5.3.1 in full in advance at least six weeks prior to your Study Date;
- 5.3.2 in accordance with an agreed Course Fee payment plan; or
- 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 monthly instalments (details 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.

### **6 CNM STUDENT PLATFORM FOR ONLINE COURSES**

- 6.1 If you are enrolled on a Course delivered via the CNM Student Platform, the following provisions apply to you.

- 6.2 Students must have a stable broadband connection and basic computer skills to successfully study online. To include proficient use of hardware, a web browser (such as Chrome) and word processor (such as Microsoft Word or similar). You need access to a desktop computer or laptop, attached speakers, webcam and microphone. CNM does not offer the option to borrow or loan equipment.

- 6.3 The College will grant you a limited, non-exclusive, non-transferable right to use the CNM Student Platform solely for the purposes of accessing and using the Course Materials as necessary for completion of the relevant Course (provided you at all times comply with these terms and conditions, including paying the Course Fee). Use of the CNM Student Platform will commence on the Study Date and will end on the date a Course is completed or if earlier, the date of termination of these Terms.

- 6.4 The College will grant you a password for use of the CNM Student Platform. You must keep the password provided secure and confidential and you will need to change the password regularly, as prompted by the College.

- 6.5 The College will keep an up to date list of CNM Student Platform Users. If the College becomes aware at any time that a password has been provided to an individual who is not a CNM Student Platform User, the College will arrange for the password to be disabled. The College will not issue another password to any Student who grants access to an individual who is not a CNM Student Platform User.

- 6.6 With effect from the Study Date, the College will provide you with reasonable technical assistance on use of the CNM Student Platform and will use reasonable endeavours to rectify any faults detected in the CNM Student Platform. Technical support will not extend to cover device troubleshooting or your internet connection.

- 6.7 The College may from time to time install updates to the CNM Student Platform for the purpose of providing online Courses and if for

## THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

any reason updates cause the CNM Student Platform to be unavailable for a substantial period of time, the College will endeavour to notify you about this in advance.

6.8 By agreeing to these Terms, you agree you will not:

- 6.8.1 except to the extent permitted by these Terms, attempt to copy, modify, duplicate, mirror, download or distribute all or any part of the CNM Student Platform in any form or media or by any means;
- 6.8.2 access the CNM Student Platform in order to build a course which competes with the CNM Student Platform;
- 6.8.3 make the CNM Student Platform available to third parties or individuals who are not CNM Student Platform Users; or
- 6.8.4 upload, communicate or distribute through the CNM Student Platform any content or material:
  - i. that is unlawful, defamatory, obscene, pornographic, abusive, harassing, or which tends to promote discrimination against any person or class of persons on the basis of a characteristic protected by applicable law; or
  - ii. which infringes or is reasonably likely to infringe the intellectual property rights or other rights of any person, or misappropriates or misuses the trade secrets of any person, or which is likely to result in a breach of any obligation of confidence owed to any person.

### **7 DEFERRAL**

7.1 You may defer your Study Date provided you tell us in writing at least two months prior to your Study Date and the deferral fee is paid at the time of deferral. Courses may not be deferred after the Study Date or if outside of

the permitted deferral period and if the deferral fee is not paid within 7 days of you submitting the deferral request. Should a student not attend after the Study Date the course fees still remain payable according to their original Study Date.

7.2 The Course Fee for the deferred Course payable to us will be adjusted to the price of the Course on the date the deferral fee of €150 is paid and the deferral is approved by us.

7.3 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.

7.4 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.

### **8 CANCELLATION**

8.1 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 8.2 and 8.3 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.

8.2 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

## THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

to you within 14 days using the same means of payment as used by you unless agreed otherwise.

8.3 If you wish to cancel your enrolment on any Course outside of the permitted cancellation period or deadline in clause 8.2 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.

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

8.5 For the purposes of this cancellation clause:

- 8.5.1 Biomedicine (1 year Course);
- 8.5.2 Nutrition (face-to-face, 2 year Course);
- 8.5.3 Nutrition (part online, part face-to-face, 2 year Course); and
- 8.5.4 Master Nutrition Consultant Program (MNC) (exclusively on-line, 2 year course).

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

- 8.5.5 Biomedicine (1 year Course);
- 8.5.6 Naturopathy (1 year Course);
- 8.5.7 Naturopathic Principles (1 year Course);
- 8.5.8 Specialist Training Acupuncture (3 year Course);
- 8.5.9 Specialist Training Herbal Medicine (3 year Course); and
- 8.5.10 Specialist Training Homeopathy (3 year Course),

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

- 8.5.11 Digestive System on-line;
- 8.5.12 Nutrition for Everyday Living;
- 8.5.13 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, and

8.5.14 Health Coach Diploma is considered an individual Course when studying the Health Coach Diploma Course, and

8.5.15 Postgraduate Diploma Course Herbal Medicine is considered an individual Course (2 year Course).

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

- 8.6.1 cease attending any classes or undertaking research;
- 8.6.2 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.

8.7 If you fail to participate in your Course to such an extent that your Director of Studies/Personal Tutor (for on-line) 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.

### **9 LATE PAYMENTS**

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

9.2 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.

# THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE

## ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

9.3 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.

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

9.5 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.

9.6 If you are enrolled on more than one Course, if you at any time fall into arrears on any Course you are enrolled, access to the CNM Student Platform will be suspended until the Course Fees are paid or a satisfactory payment plan is agreed with us.

### 10 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.

### 11 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.ie/privacy-policy](http://www.naturopathy.ie/privacy-policy)

### 12 CONFIDENTIALITY

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

12.1 In addition to clause 0, 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.

### 13 INTELLECTUAL PROPERTY

13.1 The College, or its licensors is the rights holder of the intellectual property rights in relation to the:

13.1.1 College logo/crest/badge/emblem;

13.1.2 College's name and brand;

13.1.3 Course Materials, including all Course Materials made available via the CNM Student Platform;

13.1.4 College's official website at [www.naturopathy.ie](http://www.naturopathy.ie) and [www.cnmstudent.com](http://www.cnmstudent.com); and

13.1.5 CNM Student Platform or any part of it, including all updates and modifications to the CNM Student Platform.

13.2 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.

13.3 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.

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

13.5 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 and Related Rights Act, 2000 that may subsist in that regard.

13.6 You agree to give us details in writing of all inventions and works embodying intellectual property rights made at any point during the

# THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE

## ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

time you are enrolled on your Course whether made by you either wholly or partially.

### **14 HEALTH AND CRIMINAL RECORDS**

14.1 All Students must complete Appendices 1 and 2 by providing us with the information we require and observe clause 3.3 in relation to the information provided.

14.2 You must inform us through your Director of Studies/Personal Tutor for on-line students if you at any point are required to take prescribed medication during Course time.

14.3 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.

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

### **15 INTERNET USE**

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

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

15.3 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.

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

### **16 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 and where applicable, access to the CNM Student Platform may be suspended or withdrawn.

### **17 INSURANCE**

17.1 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.

17.2 Insurance under clause 17.1 must be taken out ideally prior to the Study Date but at the latest prior to commencing the clinical training aspect of your Course.

17.3 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.

### **18 LIMITATION OF LIABILITY**

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

18.2 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 including any loss or damage arising out of your or any CNM Student Platform User's use of the CNM Student Platform.

18.3 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.

18.4 Nothing in this clause 18 will limit or exclude our liability for death or personal injury caused by our negligence.

THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE  
ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

**19 COMPLAINTS AND ALTERNATIVE DISPUTE RESOLUTION**

19.1 If you have a complaint, please contact us at [CNMDublin@naturopathy.ie](mailto:CNMDublin@naturopathy.ie).

19.2 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=main.home.show>.

**20 VIRTUAL DELIVERY OF COURSES**

20.1 In the event that any Course or part of a Course cannot take place face-to-face as planned due to the Government's Coronavirus (Covid-19) Guidelines, such Course (or part of a Course) will instead be provided virtually, either via the Student Platform or via an alternative means of virtual delivery dictated by the College (in the College's entire discretion).

20.2 Any Course delivered via the CNM Student Platform will be subject to the provisions in clauses 6 and 18.2 of these terms.

**21 GENERAL**

21.1 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](http://www.cnmstudent.com).

21.2 You have the right to contact us in relation to any queries you have in relation to these terms. Please direct all queries to [CNMDublin@naturopathy.ie](mailto:CNMDublin@naturopathy.ie), or contact us on 01 878 8060 in the first instance, or to our main address.

21.3 These terms and all matters arising from or connected with them are governed by Irish 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 Irish courts.

THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE  
ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

**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.

<b>Surname:</b>		<b>Forename:</b>	
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**Criminal record declaration**

Do you have any convictions, cautions, reprimands or final warnings which are not 'protected' as defined by the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 (as amended in 2013)?    Y/N \_\_\_\_\_

If you have answered yes please provide details of your criminal record in the space below.

THE COLLEGE OF NATUROPATHIC AND COMPLEMENTARY MEDICINE  
ENROLMENT TERMS AND CONDITIONS FOR STUDENTS

**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 CNMDublin@naturopathy.ie. 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**