

Student Agreement

Institute for Optimum Nutrition

Student name _____

Course name _____

Academic year _____

Date agreement supplied _____

1. Student Agreement

- 1.1 The Institute for Optimum Nutrition (the “Institute”) is a registered company with company number 2724405 and a registered charity with charity number 1013084.
- 1.2 This Student Agreement (the “Agreement”) sets out the terms and conditions on which we will supply the educational course(s) set out in your offer of admission. It contains important information about how the course will be delivered, when the content or delivery of the course may change and when this Agreement can be terminated (amongst other things). This Agreement should be read together with your formal offer of admission.
- 1.3 When you accept an offer to study on one or more of our courses, you agree to be bound by the terms of this Agreement, along with the Institute’s regulations, policies and procedures, which can be found on our website.
- 1.4 If you have any questions about this Agreement, please contact the Admissions Officer on
- 1.5 020 8614 7815 or admissions@ion.ac.uk, or for returning or progressing students, the Academic Administration Department via academicadmin@ion.ac.uk.

2. Agreement

- 2.1 This Agreement forms part of the student contract between you and the Institute. It is important that you carefully read and understand the terms and conditions set out in this Agreement as the Institute will apply and rely on them during your time as a student.
- 2.2 Your offer to study at the Institute is made on the basis of the information set out in your application. If your application contains any misleading, incorrect or fraudulent information, the Institute reserves the right to terminate this Agreement.
- 2.3 Sometimes we will make offers to study on one of our courses subject to certain conditions, for example that you obtain a relevant qualification prior to commencement of the course. You can find any relevant conditions in your offer of admission email.
- 2.4 Where we have imposed any conditions, your place will only be confirmed after we are satisfied that these conditions have been fulfilled.

3. Your course

- 3.1 The Institute will provide educational services to you during your course as set out in your offer of admission.
- 3.2 If your course is validated by the University of Portsmouth, by accepting your offer, you also agree to abide by the University of Portsmouth’s Academic Regulations.

- 3.3 You will need to actively participate in the course including by, as appropriate, attending classes or watching recorded or live-streamed lectures and accessing online resources within the specified time-frames and submitting work on time. Some of our courses require specified attendance levels to be met in order for you to obtain the relevant qualification at the end of the course.

4. Policies and Regulations

- 4.1 You will be required as a condition of enrolment and as a term of contract between you and the Institute, to abide by, and adhere to, the Institute's Regulations, Rules, Codes, Policies and Procedures that apply to enrolled students as amended from time to time (the "Policies and Regulations"), which relate, among other things, to student engagement, conduct and discipline, complaints, use of facilities, health and safety, administration and assessments and the requirements of our courses. The Policies and Regulations are available on the Institute's website at: [Policies and regulations](#)
- 4.2 Key provisions of the Policies and Regulations of which you should be aware include:
- 4.2.1 The Institute's expectations regarding student engagement and attendance, academic due diligence and academic progress. Failure to meet these expectations may mean that you are not permitted to progress with your course. Please refer to the Student Engagement Policy and the Policy for Student Attendance Monitoring.
- 4.2.2 The Institutes' and where applicable The University or Portsmouth's rules regarding academic misconduct, including plagiarism. Breach of these rules may result in a disciplinary process and the imposition of academic penalties and/or expulsion. Further information can be found in the Regulations Handbook.
- 4.2.3 The Institute's rules regarding payment of fees. If you do not pay money that you owe to the Institute, the Institute reserves the right to withdraw its services and/or your right to use its facilities where it is necessary and proportionate to do so. In deciding whether to do so, the Institute will consider all circumstances of your case. Further information can be found in our Tuition Fees Policy.
- 4.2.4 The Institute's Student Disciplinary Procedure and Code of Conduct for Student Behaviour as set the Regulations Handbook, which set out our expectations of student behaviour. Breach of the Student Code of Conduct for Student Behaviour could result in a disciplinary process under the Student Disciplinary Procedure which could result in expulsion from the Institute.
- 4.3 The Institute's Policy for health and safety procedures which sets out the Institute's requirements for ensuring a safe learning environment for staff and students. If you have any queries or concerns in relation to health and safety, please contact Academic Administration at academicadmin@ion.ac.uk.
- 4.3.1 The Institute's Fitness to Practise procedure set out in the Regulations Handbook. This applies to students on professionally regulated courses which lead to or satisfy the conditions of a professional qualification or confer a licence to practise in a particular profession. A failure to observe these requirements may call into question a student's fitness to practise and result in a disciplinary process and the imposition of sanctions, including expulsion from the Institute.
- 4.4 The Institute reserves the right to add to, delete or make reasonable changes to the Regulations where, in the opinion of the Institute, this will assist in the proper delivery of education. Changes are usually made for one of the following reasons:
- 4.4.1 to review and update the Regulations to ensure they are fit for purpose;
- 4.4.2 to safeguard academic standards, for example, in response to external examiner feedback;
- 4.4.3 to reflect changes in the external environment, including legal or regulatory changes, changes to funding or financial arrangements or changes to government policy, requirements or guidance;

- 4.4.4 to incorporate sector guidance or best practice;
 - 4.4.5 to incorporate feedback from students; and/or
 - 4.4.6 to aid clarity or consistency of approach.
- 4.5 Any changes will normally come into effect at the start of the next academic year, although some may be introduced during the academic year where the Institute reasonably considers this to be in the interests of students or where this is required by law or other exceptional circumstances. The Institute will take all reasonable steps to minimise disruption to students wherever reasonably possible, for example, by giving reasonable notice of changes to Regulations before they take effect, or by phasing in the changes, if appropriate. The updated Regulations will be made available on the Institute's website and may be publicised by other means so that students are aware of any changes.

5. Changes to study

- 5.1 If you wish to make changes to your studies, for example to defer modules or change modes, please let us know by contacting Academic Administration at academicadmin@ion.ac.uk. There is no automatic right to these changes and such requests will be considered in line with our Regulations Handbook.
- 5.2 If you choose to suspend your studies after completing the previous academic year, you must notify Academic Administration at academicadmin@ion.ac.uk by the registration date for the following academic year. By doing so you will only become liable for the fees due by the registration date for the corresponding following academic year into which you resume studies. Students who defer, interrupt, or who suspend or are withdrawn and then return to study may be liable for higher tuition fees when they return to their study. For further information please see our Tuition Fees Policy.
- 5.3 If you suspend your studies after completing the previous academic year, and your notice is received after the registration date for the following academic year, you will be liable for 50% of the tuition fees for the upcoming year.
- 5.4 If you suspend your studies during an academic year, you remain liable for that academic year's tuition fees.

6. Changes to your course

- 6.1 We will use our reasonable endeavours to deliver teaching and related educational and other services and facilities required for your course in accordance with the description given to it for the academic year in which you began your course.
- 6.2 However, the Institute will be entitled to make reasonable changes to your course or to related educational and other facilities and services where that will enable the Institute to deliver a better quality of educational experience to students enrolled on the course. Reasons for such changes may include:
 - 6.2.1 to ensure that we are continuing to provide the course to you lawfully and/or to maintain academic standards and quality;
 - 6.2.2 to reflect changes and developments in teaching or academic research to ensure that your course is relevant and up-to-date;
 - 6.2.3 to improve the quality of our educational and pastoral services or in response to student or external examiner and assessor feedback, or to reflect best practice across the higher education sector;
 - 6.2.4 in response to relevant professional or accrediting body requirements or guidance.
- 6.3 Such changes may be to:
 - 6.3.1 the content and syllabus of courses;
 - 6.3.2 the timetable and number of classes;

- 6.3.3 the structure and/or timing of the academic year;
 - 6.3.4 the method of delivery of courses, services and facilities; and/ or
 - 6.3.5 the examination and assessment process.
- 6.4 In making any such changes, the Institute will aim to keep the changes to the minimum necessary to achieve the required quality of experience and will notify and consult with affected students in advance about any changes that are required. If the Institute changes your course and you are not satisfied with the changes, you will be offered the opportunity to withdraw from the course, move to another course or, if required, offered reasonable support to transfer to another provider. Further guidance can be found in our Student Protection Plan.

7. Events outside of our control

- 7.1 Sometimes circumstances beyond the reasonable control of the Institute that could not have been prevented even if the Institute had taken reasonable care (“Events Outside of Our Control”) mean that we are prevented from, hindered or delayed in providing or otherwise cannot provide the course, related educational and other services and facilities as described.
- 7.2 Examples of Events Outside of Our Control include (but are not limited to):
- 7.2.1 the unanticipated and/or unavoidable absence or departure of key members of staff or specialist staff;
 - 7.2.2 industrial action by third parties;
 - 7.2.3 power failure;
 - 7.2.4 acts of terrorism;
 - 7.2.5 pandemics, epidemics and other threats to public health;
 - 7.2.6 fire;
 - 7.2.7 severe weather conditions;
 - 7.2.8 natural disasters;
 - 7.2.9 political or civil unrest;
 - 7.2.10 damage, interruption or lack of access to buildings, facilities or equipment;
 - 7.2.11 the acts or delays of any governmental or local authority;
 - 7.2.12 legal or regulatory changes, including changes to government guidance;
 - 7.2.13 sanctions imposed by any country;
 - 7.2.14 withdrawal by any government or local authority of any necessary licence; and/or
 - 7.2.15 where the numbers recruited to a course are so low that it is not possible to deliver an appropriate quality of education for students enrolled on it.
- 7.3 Where Events Outside of Our Control occur, we will notify you at the earliest opportunity that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those applicants or students who are affected, by, for example:
- 7.3.1 deferring the start date for the course;
 - 7.3.2 delivering the course in a different way, or at another time;
 - 7.3.3 delivering a modified version of the same course;
 - 7.3.4 assisting you to transfer to complete the course at another institution; and/or
 - 7.3.5 delivering other services and facilities in a different way.
- 7.4 If you are not satisfied with any such steps to mitigate the disruption caused by Events Outside of Our Control, you may terminate your contract with the Institute and we will follow our Student Protection Plan. You may also make a complaint under the Institute’s Student Complaints Process as set out in the Regulations Handbook.

7.5 Where Events Outside of Our Control occur and the Institute is unable to take steps to minimise the resultant disruption to students then neither the Institute nor you will be liable for breach of this Agreement.

8. Fees

- 8.1 Please see details in the Tuition Fees Policy in relation to fees, when fees become due and how to pay fees. If you have any queries in relation to fees, please contact studentfinance@ion.ac.uk.
- 8.2 You are responsible for ensuring payment of your fees on time, even if a third party is sponsoring you or paying these for you, and you shall retain full liability for all fees associated with your study.
- 8.3 You are liable for paying the full amount of your fees for each academic year, and, where applicable the full amount of your Credit Bearing Short Course or Non Credit Bearing Short Course fee.
- 8.4 To reflect increased costs of delivery and maintain a high-quality student experience, ION reserves the right to increase tuition fees in the second and subsequent years of its courses. Such increases are usually linked to inflation and determined using RPIX (the Retail Price Index excluding mortgage interest payments). In circumstances where the tuition fees are due to increase we will notify you as soon as possible, and in any event before the start of the relevant academic year. If you are dissatisfied with the proposed increase, you have the right to terminate your contract with ION.
- 8.5 Courses may also change additional costs for items such as field trips, materials and in certain circumstances a registration fee and/ or an administrative fee will apply. For further information on the registration fee and administrative please see our Tuition Fee Policy. Information on any additional costs associated with your course (where applicable) will be clearly set out in your offer and on your course page on our website.

9. Immigration requirements

- 9.1 You must comply with any applicable immigration and visa requirements.
- 9.2 We may request information and documents from you to ensure that you are complying with any such requirements. You must comply with any such requests as soon as reasonably practicable. If you do not comply with any such requests we may terminate this Agreement. Please note that we may be required to retain copies of the documents or information you provide to us and will do so in accordance with our Policy and schedule for data & records retention.
- 9.3 Please note that the Institute may report any non-compliance with the relevant immigration and visa requirements by you to the relevant authorities, including the Home Office.

10. IT and information security

- 10.1 You must comply with our Policy for ICT Acceptable Use in relation to IT and information security when accessing the Institute's network or using any IT equipment on our premises.
- 10.2 You must not access any content which is illegal, obscene, harmful or infringes third party rights (including intellectual property rights).
- 10.3 We may monitor your use of our network and IT systems and equipment (including any personal use of the network, systems or equipment) in accordance with our Policy for ICT Acceptable Use. If we find that you have infringed our policies or accessed inappropriate material we may restrict or remove your access to our network, systems and equipment and may also take action under our Student Disciplinary Procedure set out in the Regulations Handbook.
- 10.4 When using your personal IT equipment and accessing our network, you acknowledge that we are not liable for any damage caused by the use of your IT equipment and its connection to our network, except to the extent that we are negligent and you suffer foreseeable damage directly attributable to our negligence.

11. Intellectual property

- 11.1 Any intellectual property rights developed, made or created solely by you whilst on an undergraduate course at the Institute will remain your intellectual property and will not be owned, in any way, by the Institute. Depending on the circumstances, some project work during your course may involve working with other students, academic staff or other employees of the Institute. In these conditions, intellectual property created may be jointly owned between the collaborating parties. All such arrangements shall be subject to separate contractual arrangements, which may include a different position regarding the ownership and/or exploitation of intellectual property rights.
- 11.2 The Institute's materials and courses described in this document are and shall remain the exclusive property of the Institute or its licensors.

12. Reasonable adjustments

- 12.1 The Institute is committed to providing an inclusive and accessible environment. We take seriously our duty to implement reasonable adjustments to remove barriers that put students with disabilities at a substantial disadvantage compared to those who do not have disabilities.
- 12.2 We therefore encourage students to disclose their disability and support needs and engage in any necessary discussion or health assessments as required by the Institute at the earliest opportunity. Early disclosure of disability during the admissions process means the Institute is more likely to be able to implement support before your course begins. Where students do not disclose their disability and support needs early on, this may lead to delays in the implementation of reasonable adjustments and as a result, support may not be able to be implemented until after a student begins their course.
- 12.3 There may be exceptional circumstances where a student:
- 12.3.1 may be asked to defer their entry to allow the Institute time to make the necessary reasonable adjustments; or
- 12.3.2 is unable to undertake a course for a reason related to their impairment or condition despite all reasonable adjustments being made by the Institute.
- Such cases will be assessed by the Academic Support Team and relevant level lead on a case-by-case basis

13. Data protection

- 13.1 In this clause, Data Protection Legislation means applicable legislation protecting the personal data of individuals, including: (i) the Data Protection Act 2018; (ii) the UK General Data Protection Regulations ("GDPR"); and (iii) any successor legislation to the GDPR or the Data Protection Act 2018, together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities.
- 13.2 When you apply for a course we will ask you to provide personal information including your name, email address, telephone contact details, educational qualifications and professional experiences. You may also provide additional personal information to us over the length of your course. We will only use your personal information when we have a proper reason to do so and we will comply with all applicable requirements of the Data Protection Legislation. Full details as to how the Institute will hold your personal data and the purposes for which it will be used and shared is set out in our Data Protection for Students Statement.

14. Right to cancel

- 14.1 You have the statutory right to cancel the Agreement for any reason and without penalty within 14 days of agreeing to it. The cancellation period will expire 14 days after the day you accept the offer of a place at the Institute.

- 14.2 If you would like to exercise your right to cancel please provide a clear statement to this effect by contacting the Admissions Officer at admissions@ion.ac.uk or in writing to Admissions Office, Institute for Optimum Nutrition, Ambassador House, Paradise Road, Richmond, TW9 1SQ.
- 14.3 We will refund any fees that you have already paid prior to cancelling the Agreement in accordance with this clause.

15. Courses that begin within the statutory cancellation period

- 15.1 If your course is due to begin within 14 days from the date you accept the offer of a place at the Institute, then, by accepting the offer of the place, you are expressly agreeing that the service should begin within the statutory cancellation period. If you subsequently decide to cancel the contract within the statutory cancellation period, you will be liable to pay a proportion of tuition fees to cover the period from the commencement of the Institute's service to you to the date of cancellation.

16. Cancellation after the statutory cancellation period

- 16.1 You can cancel this Agreement after the statutory cancellation period has expired for any reason but it is important to note that the Institute may not refund payments received from you.
- 16.2 If you cancel this Agreement within 30 days of the commencement of your course by contacting Academic Administration at academicadmin@ion.ac.uk, you will remain liable for 50% of the annual tuition fees and 50% of the annual tuition fee will be returned to you if you have already paid it in full.
- 16.3 If you cancel this Agreement after 30 days from the commencement of your course, you will remain liable for all fees relating to the academic year in which you are terminating.
- 16.4 If you withdraw from your studies after completing the previous academic year, you must notify Academic Administration at academicadmin@ion.ac.uk by the registration date for the following academic year. If your notice is received after the registration date, you will be liable for 50% of fees for the upcoming academic year. This clause does not apply to Short Courses.

17. The Institute's ability to terminate this Agreement

- 17.1 The Institute reserves the right to refuse enrolment or withdraw an offer or cancel your accepted place on your course for any of the following reasons:
- 17.1.1 If you have any outstanding debt owed to the Institute in respect of tuition fees.
- 17.1.2 If you are paying your fees yourself and the method of payment fails, or significant arrears occur on your individual fee account.
- 17.1.3 If you have not met the conditions of your offer.
- 17.1.4 If you have failed to provide us with all the relevant information or have supplied false or misleading information, relating to your application for your course.
- 17.1.5 If you fail to supply any requested documentation prior to registration which is required to confirm your eligibility to study in the UK. This includes failure to obtain any necessary visas.
- 17.1.6 If you fail to take up your place at the start of your course.
- 17.1.7 If you fail to attend or engage with the course in accordance with the Institute's requirements.
- 17.1.8 If you are found to have committed gross misconduct that is judged to impact on your ability to become or remain a student of the Institute.
- 17.2 Your continued enrolment on any particular course is subject to:
- 17.2.1 the fulfilment of any conditions (which may be ongoing conditions) specified in your offer;
- 17.2.2 any disclosure and barring service checks (or other relevant screening checks) relevant to your course; and/ or
- 17.2.3 any applicable immigration or visa checks and requirements.

18. Criminal convictions

- 18.1 As a condition of taking your place at the Institute, you are required to disclose on a continuing basis (i.e. as soon as is reasonably practicable following the event) any relevant unspent criminal convictions by contacting the Admissions Department at admissions@ion.ac.uk. The Admissions Department will contact you if further information is required. The Institute will only ask for information relevant to its obligations to safeguard staff and students or to comply with professional requirements. The Senior Management Team will then assess the case and make recommendations to relevant departments in relation to support or a change of circumstance.
- 18.2 In the most serious cases, students who receive a criminal conviction during their studies may be suspended or withdrawn and/or have their enrolment terminated, depending on the nature of the circumstance. This will only be the case following completion of the disciplinary procedure or fitness to study process, where appropriate.
- 18.3 Relevant unspent criminal convictions include:
- 18.3.1 any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm or offences which resulted in actual bodily harm;
 - 18.3.2 offences listed in the Sex Offences Act 2003;
 - 18.3.3 the unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;
 - 18.3.4 offences involving firearms;
 - 18.3.5 offences involving arson; and
 - 18.3.6 offences listed in the Terrorism Act 2006.

19. Complaints

- 19.1 We welcome feedback on our courses and the services we offer. If you have any concerns or feedback we would encourage you to discuss them with those responsible or raise them with us so that we can provide you with a quick resolution.
- 19.2 Complaints relating to admissions issues will normally be dealt with informally in the first instance, and should be addressed to the Admissions team by email to admission@ion.ac.uk.
- 19.3 If you have a complaint about the Institute or any member of staff or other persons at the Institute, please let us know by getting in touch with the contacts set out in our complaints policy, available in the Regulations Handbook.
- 19.4 If you are unable to resolve a complaint with the Institute, you may be entitled to refer your complaint to:
- 19.4.1 The Nutritional Therapy Education Commission. More information can be found on their website: www.nteducationcommission.org.uk
 - 19.4.2 The British Accreditation Council. More information can be found on their website:
19.4.3 www.the-bac.org
 - 19.4.4 If you remain unhappy with the outcome following completion of the above complaints procedures, you are able to complain to the Office of the Independent Adjudicator (OIA). Full details of how OIA works can be found here: www.oiahe.org.uk.

20. General

- 20.1 It is your responsibility to let us know of any changes to your personal contact details, such as your email address and postal address. If you do not inform us of any changes, the Institute will not be liable in relation to any communications you do not receive.
- 20.2 Any notice given under this Agreement by either party should be in writing and either posted or e-mailed to the addresses provided.

20.3 This Agreement is personal to you and you may not assign any of your rights under this Agreement to another party. A person who is not party to this Agreement shall not have any rights under or in connection with this Agreement under the s (Rights of Third Parties) Act 1999.

20.4 Each of the paragraphs under this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.5 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

20.6 This Agreement is governed by English law and you and the Institute both agree to submit to the exclusive jurisdiction of the English courts.

SAMPLE TEMPLATE

I confirm that I have read, consent, and agree to The Institute *for* Optimum Nutrition's terms and conditions, and wish to enroll. I certify that I am at least 18 years old and of lawful age.

Student name

Date agreement accepted