



THE SMAE INSTITUTE

The SMAE Institute (1919) Ltd

incorporating

The Open College of Foot Health Professionals

The New hall, 149 Bath Road, Maidenhead, Berkshire, SL6 4LA



FHP Diploma Terms and Conditions of Business

1. Supply of Course *Please allow up to 28 days for receipt of your course*

1.1 The Institute shall provide teaching and facilities to the Student for the course enrolled upon by the Student as set out in The Institute's current Prospectus or other published literature subject to these conditions.

1.2 The Institute may correct any typographical or other errors or omissions in any brochure, prospectus, promotional literature, quotation or other document relating to the provisions of courses, teaching and/or facilities without any liability to the Student.

1.3 The Institute may at any time without notifying the Student make any changes in the course, teaching or facilities which are necessary to comply with any applicable safety, department of health or other statutory requirements, or which do not materially affect their nature and quality.

1.4 Students are permitted a maximum of twelve months (from the receipt of the introductory papers and First Module) to complete the theory modules, save, where an extension is agreed on terms by The Institute and recorded in writing, sometimes at an additional charge. In both cases the course must be completed to the satisfaction of The Institute.

1.5 Students will only be permitted to commence the practical parts of the training once they have completed their theoretical study to the satisfaction of The Institute. Attendance on the practical course must be within six months of completing the last module.

1.6 Students may be required to do additional clinical work, or whatever is deemed by legislation.

2. Fees

2.1 Subject to any special terms agreed in writing, the Student shall pay The Institutes' standard charges for the course offered.

2.2 The fees are payable in advance and are not refundable after the 14 day cooling off period (during 14 day cooling off period the student will only have to pay for "performance of services" already performed during the 14 day cooling off period"), this also applies to instalment plans and special offers. Practical Training may not be undertaken until all course fees have been made in full.

2.3 Enrolment is conditional on (a) the appropriate course fees being paid in full / an approved instalment plan being in place and (b) the return of this agreement duly signed.

3. Undertakings

3.1 The Student undertakes to use his/her best endeavours at all times and with due diligence to faithfully follow and complete the course/s enrolled upon.

3.2 The Student undertakes and agrees to confine all papers issued by The Institute to his/her own personal use.

3.3 The Student warrants to conduct their course work on their own ability. Plagiarism in any form will lead to exclusion.

3.4 The Student undertakes not to style himself or herself as a "Practitioner" in any aspect until qualified to the satisfaction of The SMAE Institute.

4. Copyright Etc.

4.1 The course material and any Copyright or other intellectual property rights in it shall at all material times belong to The Institute.

4.2 The Student shall not be permitted to reproduce any of the

course material without the express prior written approval of The Institute.

5. Qualification

5.1 The successful completion of the diploma to the satisfaction of The SMAE Institute does not of itself entitle the Student to use the designation MAFHP MCFHP or to membership of The Institute.

5.2 On successful completion a "Diploma in Foot Health" (Dip FH) and the letters MAFHP MCFHP will be awarded upon application.

6. Warranties and Liability

6.1 The Institute warrants that the course will be provided using reasonable skill and use and as far as possible in accordance with the respective course syllabus.

6.2 The Institute shall have no liability to the Student for any damage, loss, costs, or other claims for compensation arising from any of the courses or instructions supplied to the Student which are incomplete, incorrect, inaccurate or illegible.

6.3 The Institute retains the right to vary days of practical tuition in the event of adverse weather conditions or what are termed "Acts of God" affecting students and patients. The Institute will always use its best endeavours to minimise inconvenience.

7. Termination

7.1 The Institute shall be entitled to terminate this agreement at any time but only with good reason, for example, if the Student fails to complete the course within the designated time period or the Student fails to make the advancement payment of course fees due.

7.2 If this agreement is terminated for any reason, the Student shall return all the course material and documents to The Institute.

8. Communication

The Institute is confident of producing a high quality course and service in all respects. The Student should communicate all queries and concerns as quickly as possible in the first instance with their course tutor and thereafter with the Principal or appointed officer of The Institute.

9. Jurisdiction

9.1 This contract is deemed to be made at the offices of The Institute at The SMAE Institute, New Hall 149 Bath Road, Maidenhead, Berkshire, SL6 4LA.

9.2 This contract is governed by the laws of England and Wales.

10. General

10.1 The conditions in this agreement constitute the entire engagement between the parties and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

10.2 No concession by the Institute or forbearance in exercising any of its rights under this agreement shall be taken as a waiver of any of its rights.

10.3 If any provisions in these conditions shall be held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the priorities in question shall not be affected.

10.4 Any dispute arising or in connection with this agreement shall be referred to a single arbitrator appointed by agreement (in default) nominated on the application of either party by the President for the time being of The Institute of Arbitrators.