



Enrolment Terms and Conditions 2023-2024

www.metanoia.ac.uk

1. Introduction

- 1.1. A contract between you and Metanoia Institute (“**the Institute**”) is formed when you accept an offer of a place.
- 1.2. These terms and conditions set out the basis of your contract with the Institute. They summarise key obligations for the Institute and you, about your course of study or research. They also set out what additional documents, policies, regulations, or procedures you and the Institute need to abide by.
- 1.3. These terms and conditions, the course prospectus for the respective academic year on which the offer was accepted, the policies and regulations referred to in 1.2 above, together with your offer letter and the declarations you make during your online enrolment, form the contract between you and the Institute relating to your course (“**Contract**”).

2. Enrolment

- 2.1. Enrolment is the process whereby you officially become a student of the Institute. The enrolment process requires you to:
 - 2.1.1 Ensure that the Institute has the correct personal details for you;
 - 2.1.2 Provide proof of your identification and qualifications;
 - 2.1.3 Where applicable, provide proof of your immigration and fee status;
 - 2.1.4 Agree to abide by the Institute’s regulations and policies;
 - 2.1.5 Pay your tuition fees/confirm who is paying your tuition fees.
- 2.2. You must enrol with the Institute at the beginning of your studies. You must re-enrol at the beginning of each subsequent academic year of your course, in accordance with instructions issued by the Institute in order to continue your course of study and maintain your student rights and privileges.
- 2.3. You will be entitled to re-enrol for subsequent academic years provided that:
 - 2.3.1 You have paid the tuition fees;
 - 2.3.2 You have not been withdrawn from the course by the Institute;
 - 2.3.3 You have met the relevant progression requirements for the previous years of your course.
- 2.4. You should note that once you have enrolled, you will incur a fee liability which is not normally refundable if you choose to withdraw. You should refer to the **Tuition Fee Policy** available from <http://www.metanoia.ac.uk/about/policies-and-procedures/> to ensure that you are fully aware of this liability.

3. Cancellation

- 3.1. You have a right to cancel this Contract within 6 weeks from the induction deadline of 15th September 2023 (“**Cancellation Period**”). You do not have to give a reason for cancellation. Any reimbursements of fees for cancellation will be in accordance with the Tuition Fee Policy.
- 3.2. If you decide to cancel the contract before attending training, you must inform the Institute of your decision to cancel within the Cancellation Period by writing to us:

Write to the Institute’s **Admissions Office**, Metanoia Institute, 13 North Common Road, Ealing, W5 2QB or email the Institute’s Admissions Office at admission@metanoia.ac.uk Telephone +44 (0)20 8579 2505.

- 3.3. If you call to inform the Admissions Office of your decision to cancel the offer of a place to study at the Institute, you must also confirm in writing either by email or letter.
- 3.4. We will notify you of the cancellation in writing by email or letter addressed to your correspondence address.
- 3.5. If you decide to cancel the contract after attending training, see clause 21.2 on page 12

4. The Institute's obligations to you

- 4.1. The Institute will provide you with the tuition and learning support associated with your course with reasonable care and skill in the way described in the relevant course specification and other publications such as the prospectus and the Institute's website for the applicable academic year.
- 4.2. The Institute will use its reasonable efforts to provide you with appropriate access to academic and other resources in support of your studies including:
 - 4.2.1 Library and suitable learning resources, including online learning resources;
 - 4.2.2 IT infrastructure;
 - 4.2.3 Confidential disability advice and support (see clause 10 for further details) and
 - 4.2.4 Placement advice and support (see clause 12 for further details).

5. How we communicate with you

- 5.1. When you enrol we will create a **student email account** for you. The Institute will use this account to communicate with you and it is important that you check your inbox regularly.
- 5.2. The Institute may also communicate with you via letters and online notices on **Moodle**. You should ensure that you keep your details up to date through My Registry (<https://moodle.metanoia.ac.uk/course/view.php?id=334>) and also that you check Moodle regularly.

6. Changes to your course

- 6.1. The Institute will use all reasonable efforts to deliver the course in accordance with the course specification. However, to ensure that the Institute's courses remain current and relevant, they are subject to regular review. The Institute may, from time to time, need to amend modules, course content or the way that these are delivered to, for example:
 - 6.1.1 Comply with changes in the law or Government policy;
 - 6.1.2 Comply with the requirements of the Institute's regulators, accrediting bodies, professional, and statutory bodies;
 - 6.1.3 Make updates to reflect best practice and academic developments for the benefit of students;
 - 6.1.4 Adjust content as a result of staff changes;
 - 6.1.5 Improve course quality in response to student or external examiner's feedback; or
 - 6.1.6 To accommodate and respond to refurbishment and development work taking place on campus.
- 6.2. Changes may be minor or major changes.
 - 6.2.1 Examples of minor changes, may include but are not limited to:
 - (a) Altering the timetable, location, and number of classes for your course;
 - (b) Reasonable changes to the content and syllabus of your course including in

relation to optional placements, to ensure that the course remains current and relevant;

(c) Changes to assessments as a result of student or external examiner feedback.

6.2.2 Examples of major changes, may include but are not limited to:

- (a) Adding or removing core (compulsory) modules;
- (b) Change of course or Award title;
- (c) Changes to overall course aims;
- (d) Changes to module credit value;
- (e) Changes to method of delivery;
- (f) Discontinuance of a course;
- (g) Combining courses of study;
- (h) Changes to specific course regulations.

6.3. The Institute reserves the right to make minor changes to its courses. Where such changes are made, the Institute will take all reasonable steps to minimise disruptions to students.

6.4 Changes to an offer prior to acceptance

6.4.1 The Institute reserves the right to make changes to an offer at any time before it is accepted.

6.4.2 If the Institute is required to make a change to any aspect of the offer prior to acceptance, the Institute will use reasonable endeavours to:

- (a) inform you at the earliest opportunity possible
- (b) provide details of what has changed and why the change was made and
- (c) take reasonable steps to minimise any potential disruption.

6.4.3 As an applicant, you have the option to accept or reject the amended offer.

6.5 Major changes to course prior to enrolment

6.5.1 If between the time of your acceptance of an offer and before enrolment it is necessary to make major changes to your course, the Institute will use reasonable endeavours to:

- (a) inform you of the changes at the earliest opportunity possible
- (b) provide details of what has changed and the potential impact of the changes and
- (c) take reasonable steps to minimise any potential disruption.

6.5.2 If the major change to your course prejudicially affects you, and you no-longer wish to enrol on the course, the Institute will use reasonable endeavours to find you a suitable alternative course within the Institute for which you are qualified. Alternatively, you may terminate the Contract and withdraw from the course without any liability to the Institute for tuition fees (even if the Cancellation Period referenced in clause 3.1 has expired). The Institute will reimburse you for any tuitions fees you have paid to date.

6.6 Major changes to course after enrolment

6.6.1 The Institute will usually not make major changes to its courses after a student has enrolled. However, in exceptional circumstances it may be necessary for the Institute to make such changes after enrolment. Where there are proposed major changes to your course, the Institute will use reasonable endeavours to:

- (a) Inform you at the earliest opportunity and give you reasonable notice of the reasons for the change, what changes are being proposed and information on the potential impact of the changes
- (b) Consult you on the changes and give you an opportunity to provide feedback
- (c) Will attempt to minimise any adverse impact on you, and
- (d) If necessary and appropriate, explore with you the opportunities for transferring to another suitable course either at the Institute or elsewhere, and ensure that you receive recognition or credits for any units you have successfully completed.

6.6.2 If you did not consent to the major change, and the implementation of the major change causes you exceptional detriment or hardship, the Institute will work with you to try to reduce the adverse effect on you or find an alternative solution including the option to terminate the Contract and withdraw from the course without any liability to the Institute for further tuition fees.

6.7 Discontinuance of a course

Prior to enrolment

6.7.1 If the Institute discontinues a course, prior to enrolment, the Institute will use reasonable endeavours to offer where applicable, the following options:

- (a) transfer the offer to a suitable alternative course within the Institute for which you are qualified
- (b) defer the offer until the next available intake, or
- (c) terminate the Contract and withdraw from the course without any liability for tuition fees (even if the Cancellation Period referenced in clause 3.1 has expired). The Institute will reimburse you for any tuition fees and/or deposit paid by you.

After enrolment

6.7.2 Where it is necessary for the Institute to discontinue your course after your enrolment, it will undertake this in line with the Student Protection Plan available from <https://www.metanoia.ac.uk/about/student-protection-plan/>.

7. Your obligations to the Institute

- 7.1. As a student member of the Institute community, you agree to behave respectfully to all other members of our community.
- 7.2. You must familiarise yourself with and adhere to all Institute regulations, policies and codes of practice that are published on the Institute's website and as revised from time to time.
- 7.3. You must provide accurate information on application and enrolment (students discovered to have falsified or misrepresented information may be liable to expulsion from the Institute).
- 7.4. You must abide by **the Institute Academic Regulations** which are available from <http://www.metanoia.ac.uk/about/policies-and-procedures/> and where appropriate **the Middlesex University Academic Regulations** which are available from <https://www.mdx.ac.uk/about-us/policies>. These describe the academic regulatory framework of the Institute and the University and give information about the requirements for awards. They include important information about the requirements for your academic performance and for continued study.
- 7.5. You are expected to take responsibility for your studies including attending all scheduled teaching, examinations, and submission of assessments.

- 7.6. You must comply with your obligations as outlined in the **Student Charter** available from <https://www.metanoia.ac.uk/about/student-charter/> and the **Student Conduct and Discipline Policy and Procedure** available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>. The Student Charter and Student Conduct and Discipline Policy and Procedure contain important information about the expectations that the Institute has of you as a student, and the relevant procedures and processes to be followed.
- 7.7. You must take reasonable care of yourself and your safety and the health and safety of other members of the Institute community and will co-operate with the Institute in fulfilling its obligations regarding health and safety. You will not intentionally or recklessly misuse or interfere with equipment or facilities provided to you by the Institute.
- 7.8. If you do not abide by the regulations and policies outlined above, you may be subject to disciplinary action under the **Student Conduct and Discipline Policy and Procedure**. For cases of academic misconduct including cheating, you will be subject to the **Academic Integrity and Misconduct Policy and Procedures** available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>.
- 7.9 You must also abide by any other course specific requirements as set out in the course specific handbook, associated terms and conditions, policies, or other documents. These include requirements of professional bodies, accredited bodies, employers or relevant third party providers, where applicable.

8. Fees and Payment

- 8.1. The Institute operates a fixed-fee model and charges tuition fees for delivery of its courses ("Tuition Fee").
- 8.2. You will be informed of your Tuition Fee as part of your offer letter. For students beginning their studies from September 2023, the Institute will not deviate from the fees published in your offer letter.
- 8.3. You are bound by the Institute's **Tuition Fee Policy** which sets out the requirements to pay Tuition Fees, refunds in the event of withdrawal and the consequences of non-payment. The Tuition Fee policy is available from <http://www.metanoia.ac.uk/about/policies-and-procedures/>.
- 8.4. You are required to pay Tuition Fees at the beginning of each academic year as part of the enrolment process. If you withdraw from the Institute, you will be liable for the full Tuition Fees in accordance with the Tuition Fee Policy.
- 8.5. The Institute has the right to withdraw its offer of a place to study if you fail to pay any deposit owed before you commence your studies.
- 8.6. If you do not pay the Tuition Fees in accordance with the Institute's Tuition Fee Policy, the Institute has the right to impose sanctions potentially leading to preventing access to Institute facilities, eligibility for benefits awarded such as scholarships and bursaries and progression in your studies and/or to termination of your enrolment. The Institute also reserves the right to withhold your results or evidence of your award, to not permit you to graduate and/or to take legal action against you.
- 8.7. The Tuition Fees do not include any fees payable for residential accommodation, nor do they include examination fees, travelling expenses, extensions to designated period of study, course materials or other miscellaneous expenses which may be related or

required as part of your course, for example personal therapy, supervision or additional course materials (this is not an exhaustive list) ("**Additional Fees**"). Where there are any Additional Fees or charges, you will be informed of these in your offer letter.

- 8.8. Short course fees do not include charges for some examination re-sits, extensions to the designated period of study, supervision, personal psychotherapy and any other additional fees associated with your programme that may be incurred during your period of study.

9. Immigration Rules

- 9.1. The Institute does not currently hold a Tier 4 Sponsor License and therefore is unable to sponsor non-UK nationals, or EU/EEA nationals who arrive in the UK from 1st January 2021 onwards.
- 9.2. If you are a non-UK/EU/EEA national, you will need to provide evidence of your right to remain in the UK before you can be enrolled. The Institute will normally only accept students whose application to remain in the UK has been approved by the Home Office and reserves the right not to enrol students whose immigration status has still to be determined.
- 9.3. You must inform the Institute of any changes to your immigration status. If you are not able to provide evidence of your right to remain in the UK at any point, your Contract will be terminated.

EU/EEA students

- 9.4. EU or EEA students who are either residents in the UK or arrived in the UK **before 1st January 2021**, must evidence EU Settlement status under the scheme established by UK government for EU and EEA citizens, and their eligible family members to remain in the UK after **31st December 2020**.
- 9.5. EU or EEA students who remain resident in the European Union for the duration of their studies can continue to attend training days/weekends and will not require a Confirmation of Acceptance for Studies (CAS).
- 9.6. Where a student does not have the appropriate immigration permission to study in the UK, (either under the EU Settlement Scheme, or student visa), the Institute reserves the right not to enrol the student and/or to terminate the Contract.

10. Disability Support

- 10.1. If you have additional support needs, you are responsible for contacting the Disability Support Services at the Institute. Any information you provide will be treated as strictly confidential. Further information is available at <https://www.metanoia.ac.uk/prospective-students/equality-and-diversity/learning-support-for-students/>.
- 10.2. You are encouraged to contact the Disability Support Services as soon as possible as any delays in disclosing your disability may result in a delay in providing any appropriate support.

11. Attendance, engagement, assessment and progression and other requirements to remain on the course

- 11.1. In order to succeed on your course, you will need to attend scheduled classes on campus and engage with online sessions and materials. The Institute will monitor student attendance and engagement to identify, improve, and support student experience, engagement, and progression during the course of your studies.

- 11.2. Payment of bursaries and scholarships from the Institute will depend upon your continued engagement and progress at the Institute.
- 11.3. You must submit assessments as required and as outlined in your module study guides.
- 11.4. Students who fail their modules or who do not submit assessment may not be able to progress as outlined in the Academic Regulations.
- 11.5. Students on courses leading to professional registration including but not limited to Counselling and Psychotherapy may have additional attendance and non-academic requirements that they are required to meet to remain on the course. These are detailed at admissions and in the course handbook.

12. Placements

- 12.1. If you are on a course with an integrated placement, the Institute will provide help and support for you to obtain a placement. However, it is your responsibility to secure a placement which must be approved by the Institute.
- 12.2. If you fail to secure a placement, you may not be able to continue your studies.

13. Criminal Convictions

Students on courses requiring a DBS check

- 13.1. For courses leading to a regulated professional qualification or course involving children or adults who are defined as vulnerable by reason of the type of services provided to them, you must disclose spent convictions including cautions and a Disclosure and Barring Service (“**DBS**”) check will be required. Any disclosures will be considered under the regulations for the consideration of criminal convictions specified within the **Admissions Policy** available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>.
- 13.2. You have an ongoing obligation as an enrolled student to inform the Institute immediately if you receive any criminal conviction following your DBS check. This disclosure will be considered under the **Fitness to Practice Regulations** available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>.
- 13.3. Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the Institute under clause 22.

Students on courses that do not require a DBS check

- 13.4. When you are given an offer of a place, you must disclose any relevant unspent criminal convictions. You should declare these within your application.
- 13.5. Relevant unspent convictions include those involving violence, sexual abuse, firearms, drugs and arson. The Institute will consider whether such convictions pose a risk to other members of the Institute and may withdraw your offer on this basis. Such disclosures will be dealt with in accordance with the regulations for the consideration of criminal convictions specified within the **Admissions Policy** available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>.
- 13.6. A DBS check may be required for placements or other activities you may undertake, such as volunteering, which involve working with children. How any convictions will be treated

will be made clear to you at the time of submitting for your DBS check.

- 13.7. You should note that for some professions, such as being a registered counsellor or psychotherapist, may not allow registration for those with certain criminal convictions. It is your responsibility to check your situation if you are in this position.
- 13.8. Failure to disclose any relevant criminal convictions could lead to termination of this Contract by the Institute under clause 22 below.

14. Insurance

- 14.1. The Institute has appropriate public liability insurance. It will also provide insurance for all your activities as part of your course including any fieldtrips you undertake with the Institute. However, you should ensure that you insure your personal belongings which are brought into the Institute at your own risk. You may also be required to take out other types of insurance, for example, insurance while on private practice.

15. Collection and Processing of Data

- 15.1. By accepting an offer of a place at the Institute and entering into this Contract you understand that the Institute and its partners or agents will process your personal data in order for the Institute to meet its obligations to deliver education services to you under this Contract.
- 15.2. The Institute needs to collect, hold, and process your personal data for the purposes of administering and managing your course and all other services provided to you. Personal data includes your student records, application data, assessment marks, residence data, attendance data, accessing learning materials (including Moodle our virtual learning environment, and other systems) and financial data.
- 15.3. The data will be processed in line with the General Data Protection Regulations and the Data Protection Act 2018, the Institute's **Data Protection Policy** and the **Privacy Notice** available from <http://www.metanoia.ac.uk/about/data-protection/>.

16. Disclosure to Statutory/Public Third parties

- 16.1. The Institute is required by law to disclose some of your personal data to certain statutory and public bodies. The following are the statutory bodies the Institute may disclose student personal data to (indicative not exhaustive list – for further detail see the Privacy Notice):
 - The Higher Education Statistics Agency (individualised statutory returns made by all Universities)
 - The National Students Survey, the Graduate Outcomes survey and other external processes intended to enhance the student experience
 - The Student Loans Company
 - UK Home Office
 - Local authorities for purposes of elections
- 16.2. Upon graduation you will be invited to join the Institute's alumni community. Your details will be passed to Alumni Relations to enable them to contact you. You may withdraw from these communications at any time by contacting them at alumni@metanoia.ac.uk.

17. Intellectual Property and copyright

- 17.1. All intellectual property rights developed by undergraduate students and students on taught postgraduate programmes as part of their course normally belong to you (“**Student IP**”) subject to certain exceptions. These exceptions include collaborative work which will normally include projects and dissertations where the work has been supervised by staff and creative and design projects and this will be highlighted in the appropriate Module Study Guide. Full details are set out in the **Intellectual Property Policy** available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>.
- 17.2. For the purposes of teaching, research, internal administration, and other non-commercial use, you must agree to grant the Institute the ability to use your assessments where you have created intellectual property.
- 17.3. Where the Institute makes use of Student IP, it will use its reasonable efforts to acknowledge the authorship and inventorship of any such Student IP.

Copyright

- 17.4. The copyright in any work or design compiled, edited, or otherwise brought into existence by a student as a piece of scholarly work shall belong to the student unless otherwise explicitly agreed at the outset of the project.

18. Feedback and Complaints

- 18.1. We will regularly ask for your feedback on your course and our facilities and services through module evaluations, surveys, and the course Board of Studies to help us improve our services to you.
- 18.2. If you are an applicant to the Institute, you may raise a complaint or an appeal about the manner in which your application was handled in accordance with the **Admissions Policy** available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>.
- 18.3. If you are an enrolled student of the Institute and you have an issue with your course or a particular service, you should raise this in accordance with the **Student Complaints Policy** (available from <https://www.metanoia.ac.uk/about/policies-and-procedures/>) which comprises three stages to the complaint process:

stage 1) Informal Complaint/Early Resolution,
stage 2) Formal Complaint and
stage 3) Formal Appeal.

If the complaint remains unresolved after exhausting the Institute’s internal complaints procedures and you are on a programme validated by Middlesex University, you can then apply for an external review of the complaint to the Office of the Independent Adjudicator for Higher Education (“**OIA**”) which can be found at <http://www.oiahe.org.uk/>.

19. Force Majeure

- 19.1. The Institute will do all that it reasonably can to provide educational services as described on its website and/or in the course prospectus or other documents issued by it to appropriately enrolled students. Sometimes circumstances beyond our control mean that we cannot provide such educational services. This might be because of, for example:
 - (a) industrial action by Institute staff or third parties;
 - (b) the unanticipated departure or absence of key members of Institute staff;
 - (c) significant changes to Higher Education funding;

- (d) the acts of any governmental or local authority;
- (e) 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;
- (f) severe weather, natural disaster, epidemic or pandemic, fire, flood, war, civil disorder or unrest, riot, terrorist attack or the threat of it.

19.2. In these circumstances, the Institute will take all reasonable steps to minimise the resultant disruption to those services and to affected students, by, for example, offering affected students the chance to move to another course or institution, or by delivering a modified version of the same course, but to the full extent that is possible under the general law the Institute excludes liability for any loss and/or damage suffered by any student.

20. Limits on the Institute's liability to you

20.1. The Institute does not limit its liability arising from:

- 20.1.1 Death or personal injury caused by the negligence of the Institute or its officers, employees or agents;
- 20.1.2 Fraud or fraudulent misrepresentation; or
- 20.1.3 Any other matter which the Institute is not permitted to exclude or limit our liability for by law.

20.2. Whilst the Institute takes reasonable care to ensure the safety and security of its students whilst on Institute premises and/or whilst using the Institute services and equipment, the Institute cannot accept responsibility and expressly excludes liability for:

- 20.2.1 any loss, theft, misuse, or damage to your property, including without limit any motor vehicle, bicycle, personal equipment such as mobiles, tablets, laptop whilst such property is on Institute premises. You are advised to insure your property against theft and other risks;
- 20.2.2 any loss that you would not have suffered if you had taken reasonable steps to avoid or reduce the loss;
- 20.2.3 death or personal injury that is not caused by negligence of the Institute or its officers, employees or agents;
- 20.2.4 any loss or damage suffered as a result of the use of any computer equipment or software provided or made available by the Institute, including any contamination of software or loss of files. Your use such computer equipment and any software provided by the Institute is at your own risk;
- 20.2.5 loss of opportunity and loss of income or profit, however arising; or
- 20.2.6 changes to law that require a change of these terms and conditions.

20.3. For the avoidance of doubt, the Institute shall not be held responsible for any injury to you (financial or otherwise), or for any damage to your property, caused by another student, or by any person who is not an employee or authorised representative of the Institute.

20.4. Subject to clause 21.1, and unless required by law, the Institute's liability to you under the Contract shall under no circumstances be greater than the total tuition fees due in respect of your course.

21. Termination of Contract

By You:

21.1. You may withdraw from your course and terminate this Contract at any time. To withdraw from the course you must give notice, in writing to the Institute. You should contact your Director of Studies and Registry to initiate the process for withdrawal.

- 21.2. You will normally be required to complete a **Withdrawal Form** available from My Registry / Withdrawing from your studies (<https://moodle.metanoia.ac.uk/course/view.php?id=334#section-15>) and provide a reason for withdrawal. Notice to withdraw will take effect on receipt of the completed form by Registry.
- 21.3. If you withdraw part-way through your course you must pay all outstanding fees immediately to finance@metanoia.ac.uk.
- 21.4. Any refund which may be due to you will be in accordance with the terms of the Institute's Tuition Fee Policy.

By the Institute:

- 21.5. The Institute may withdraw your offer or terminate this Contract in writing with immediate effect (subject to your rights of internal appeal) if:
- 21.5.1. You or your sponsor fail to pay the Tuition Fees;
 - 21.5.2. You fail to meet the conditions of the offer made to you;
 - 21.5.3. You provided false, incomplete, inaccurate or misleading information in your application to the Institute or at any other time;
 - 21.5.4. Action has been taken against you in accordance with the Institute's disciplinary or fitness to study/practise procedures;
 - 21.5.5. You fail to meet the Institute's progression or award requirements;
 - 21.5.6. You fail to meet your obligations under the relevant visa or you no longer have permission to study in the United Kingdom;
 - 21.5.7. You are unable to meet the requirements of your course including obtaining/maintaining membership of specified organisation;
 - 21.5.8. Your behaviour represents a serious risk to the health, safety or welfare of yourself or others;
 - 21.5.9. You materially breach these Terms and Conditions; or
 - 21.5.10. Where your course is linked to your employment and your employer terminates your employment contract.

22. Consequences of Termination

- 22.1. If at any time this Contract terminates:
- 22.1.1. the Institute shall be entitled to refuse to enrol you on your course (if, at the date of termination, you have not already enrolled);
 - 22.1.2. the Institute shall be entitled to require you to stop studying on your course and to leave the Institute immediately (if, at the date of termination, you have enrolled);
 - 22.1.3. you are required to return to the school office the Metanoia Institute student identification card issued to you on enrolment, together with all property owned by the Institute;
 - 22.1.4. you must pay all outstanding fees immediately;

23. Notices

- 23.1. Any notice given under this Contract will be in writing.
- 23.2. The Institute will send any notice to you either by email to your Institute email address or if prior to registration to such other email address which you have provided us. We may also send any notice to either your term-time address or home address. You must keep your details up to date via My Registry (<https://moodle.metanoia.ac.uk/course/view.php?id=334#section-7>).

23.3. Before enrolment, you must give notice of cancellation as specified under clause 3.

23.4. After enrolment, you must give notice of termination by completing a **Withdrawal form** through My Registry (<https://moodle.metanoia.ac.uk/course/view.php?id=334#section-15>) as specified under clause 21.

24. General

24.1. Each of the clauses of these terms and conditions operate separately. If any provision of these terms and conditions is or becomes illegal, invalid, void, or unenforceable, that shall not affect the legality, validity or enforceability of the other provisions.

24.2. These terms and conditions are personal to you and you may not transfer them or your rights under them to anyone else.

24.3. Only you and the Institute are parties to this Contract. No other person shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this Contract.

24.4. Failure or delay by you or the Institute to enforce any breach by the other of the terms and conditions will not constitute a waiver of any provision and will not prevent you or the Institute from taking steps to enforce that or any other provision.

24.5. This Contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Updated March 2023