

EVOLVE MINDS HYPNOSIS ACADEMYStudent Terms and Conditions

(A) Enrolment

- 1. Your application/enrolment on to the Practitioner Level course will be considered a bone fide and valid offer to join the Practitioner Level Course. However, EMHA reserves the right to hold further processing of your application and may refuse your place on the course, should contravening information come to light after weekend 1, for example but not limited to the following unsatisfactory reference, criminal record, unacceptable behaviour, failure to comply with Zoom etiquette, e.g. camera on etc.
- **2.** Equally, should you fail to supply or satisfactorily supply any required information which would effect your enrolment, or fail to attend weekend 2 of the course without reasonable cause or prior notification, your place will be cancelled and no registration fees will be refunded
- **3.** You are required to pay a registration fee of 50 Gbp at the end of weekend 1 as part of your registration to attend the rest of the Practitioner Level Course

(B) Course Structure

- 1. Courses are live, interactive online class room based, in principle, consisting of 10 Modules which are each taught one weekend per month, dates predetermined at the time of joining, for 10 consecutive months. Modules 1 5 must be attended in this order
- 2. You will be continuously monitored and assessed throughout the duration of the course and EMHA advise you to keep a journal documenting your research and personal practical development outside the classroom. You are encouraged to undertake Personal Study between weekend modules in order to promote understanding and confidence. You are encouraged to develop your individual style whilst adhering to taught core methods, principles and suggested ethics. EMHA and it's tutors will support and mentor your improvements throughout the course and you will be given appropriate constructive feedback highlighting suggested improvements to promote your success
- 3. You confirm that you have fully read and understood the contents of the EMHA Prospectus
- **4.** If you have a permanent or temporary disability, medical condition or specific learning need, that requires additional support, EMHA will make reasonable adjustment to accommodate your needs, insofar as it is possible and appropriate to do so. It is your responsibility to inform the academy of any such required support.
- **5.** EMHA reserves its right from time to time to vary, in its absolute discretion, the course content and the material covered, whilst ensuring that such content and materials will correspond with the overall requirements.
- **6.** Practitioner Level Qualification is awarded only upon successful completion of the course. This means completion of written assignments, demonstration, where applicable, of practical skills and completion of minimum required classroom hours.

(C) Tutors

1. It is company policy at EMHA to endeavour to ensure that the tutor tutoring the first weekend of the 10 month course, will remain with that particular group of students for the duration of the course. However,

due to unforeseen circumstances it may be necessary to deploy alternative tutors in order to maintain course continuity. This will not effect the course content or the quality of training.

2. EMHA reserves the right to substitute the advertised trainers and include additional trainers and special guest trainers at any time.

(D) Student Attendance

Students must be able to provide evidence of attending the designated classroom hours of the total 10 month course in order to be eligible for the Practitioner level Diploma Award. Should you miss any zoom classroom hours, you must discuss this with the course tutor and, where necessary, make arrangements to book a one to one catch up private session or attend the missed module/hours if possible at another EMHA online course. Please note that the weekend fee is still payable at the time of the actual weekend as well as the additional charge to compensate for tutor private time.

(E) Punctuality

Students are expected to adhere to the course start, finish and break times. Should you not comply, you may fail to meet the criteria required to obtain your Diploma at the end of the course.

(F) Additional Study

Students must complete all required home study and specific written assignments and in the timescale given. You are encouraged to share your experiences and ideas with other students but submission of required assignments must be your own work.

(G) Conduct

- 1. You must be considerate to your fellow students at all times.
- 2. Should your behaviour or personal conduct be deemed inappropriate or upsetting to a fellow student then this may result in your dismissal from the classroom and/or the remainder of the course.
- **3.** You are expected to react respectfully to feedback from other students and/or tutors, recognising the benefits to both yourself and others. You also, are expected to respect the thoughts, opinions and ideas of other students and tutors.
- **4.** EMHA reserve the right to dismiss anyone from the classroom and/or course at any time for reasons including but not limited to being under the influence of alcohol and/or drugs (illegal or non-prescribed), inappropriate behaviour, disruption of class thus impairing the quality of learning of other students, previously undisclosed or new criminal convictions, non-payment of fees, repeated non-participation of home study, classroom practical activities or repeated lack of punctuality. There will be no refund for any modules attended, without exceptions.
- **5.** EMHA operate a **'zero tolerance'** approach to bullying of students or tutors, persistent and deliberate interruption of class, harassment, discrimination and other inappropriate behaviour.
- **6.** You are expected to fully engage in homework assignments and classroom practicals and exercises so that EMHA can ensure that you are applying the skills and knowledge they have taught you in a correct and appropriate manner. You do not have to disclose any personal information that you are uncomfortable disclosing during classroom practicals/exercises.

(H) Course Fees

- 1. The course is run as an 'interest free' 'pay as you go' system and thereby the total cost is broken down in to 9 monthly instalments payable by the close of business on the Friday prior to each training weekend (from month 2 to 10) or by close of business on the day prior to any training module if other than a weekend.
- 2. You are expected to pay the full weekend fee by close of business on the day prior to when each class commences. Failure to make the required timely payments may result in a delay in your graduation or temporary suspension from the class/course.

- **3.** Should you be unable to attend a particular weekend you are still required to pay the full monthly weekend fee prior to the applicable weekend, and in addition will pay the supplement catch up fee of 75 GBP. Where you are aware in advance of your inability to attend a particular weekend then you agree to make the standard weekend payment prior to that weekend.
- **4.** If you leave or are expelled from the remainder of the course, no further payments will be required by you provided all previous modules already attended, are paid in full. Likewise you understand that no refunds will be due up to such point.

(I) Individual Therapy/Coaching Needs

The purpose of the course is primarily to train you to become a Hypnotherapist. You are strongly encouraged to address any personal coaching and/or therapy requirements <u>outside</u> of the classroom. EMHA may offer discounted rates for Students/Graduates or alternatively may recommend other suitably qualified practitioners.

(I.1) <u>Duty of Care and Welfare Meetings</u>

- 1. EMHA has a duty of care to ensure the wellbeing of all students and to maintain a safe and professional learning environment.
- 2. Students are required to disclose any mental health issues, medical conditions, or personal circumstances which may affect their participation in training, either at the time of application or at any point during the course if circumstances change. All information will be treated in strict confidence.
- 3. Where concerns are identified by EMHA regarding a student's wellbeing, behaviour, or ability to participate in the training, EMHA may require the student to attend a Welfare Meeting, normally via Zoom, with one or more EMHA tutors.
- 4. Attendance at a Welfare Meeting is **mandatory** when requested. Until such meeting has taken place, EMHA reserves the right to **suspend the student's access to all training modules, Evolve Zone resources, and course assessments.**
- 5. Failure to attend a Welfare Meeting within a reasonable timeframe (normally within 14 days of being requested) will be deemed a refusal to comply with these Terms and Conditions and may result in termination of the student's place on the course.
- 6. In such cases, no refunds will be made for modules already attended. Refunds for future modules will be considered only at the discretion of EMHA.
- 7. Following a Welfare Meeting, EMHA may:
 - · Confirm continuation on the course without changes.
 - · Recommend reasonable adjustments or support measures.
 - Require a temporary break from training.
 - Withdraw the student's place on the course if continuation would not be in the student's best interest or in the interest of the group.

(J) Course Cancellation

- 1. If it is necessary for you to cancel your enrolment, you are required to provide written notice via email to the Academy as soon as is possible prior to course commencement. No module payments have been made at this point and therefore you agree no refunds will be necessary.
- 2. Whilst attending the remainder of the course, you will inform your tutor, with as much advance notice as is possible, should you be unable to attend a weekend, day or in fact wish to end your attendance of the rest of the course. Termination of your attendance on the course is required in writing
- **3.** If for any reason the program you enrol upon has to be cancelled EMHA will notify each student via phone and/or email as soon as is possible prior to the course commencement. No payments have been made at this point and therefore no refunds will be necessary. EMHA will not be liable for any other expenses.
- **4.** EMHA reserve the right to conclude the course earlier than anticipated depending upon class numbers and delivery methods.

(K) Complaints procedure

EMHA invite regular feedback on all aspects of their training. They aim to be approachable and responsive. Complaints should be made to the course tutor(s) in the first instance, and then EMHA Principal. If the problem remains unresolved you may access their accrediting bodies' complaints procedures, a copy of which is available on request.

(L) Code of Ethics

- 1. Students training with the EMHA are expected to adhere to the code of ethics as laid out by the GHSC and as appearing on their website at http://www.general-hypnotherapy-register.com/about-the-ghsc/
- 2. You will not share any of the course materials with anyone who is not a student or graduate of EMHA. Nor will you use any of the course materials to teach or train others to be hypnosis professionals.
- **3.** You will not breach copyright of the course materials that you have received during your studies with the EMHA.

(O) General

- 1. This agreement is subject to English law and jurisdiction.
- **2.** These Terms and Conditions represent the complete agreement between yourself and EMHA and regulate your participation in EMHA's courses and seminars.
- **3.** Please note that the headings used in these Terms and Conditions relating to each clause/element/section are used purely for ease and they do not have any contractual or legal effect of any kind.
- **4**. EMHA reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party. You may not assign your rights under these terms and conditions.
- **5.** If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

(P) Data Protection and Privacy

- **1.** The personal data that you provide ("the Data") to EMHA is collected for the purpose of (i) Processing your application and payment, and (ii) Contacting you in reference to your application
- 2. EMHA do not disclose any Data to any third parties, other than: (i) any of their professional advisors where necessary, and/or (ii) if required by law and/or for legal reasons
- 3. EMHA will not use the Data for any other purpose than that indicated in this statement
- **4.** EMHA will amend/erase, where requested, any part of the Data relating to you, subject to compliance with any statutory requirements and subject to our requirement to maintain records of evidence for legal reasons
- 5. You agree not to use other students contact details inappropriately

I FULLY AND COMPLETELY UNDERSTAND AND AGREE TO ABIDE BY THE ABOVE TERMS AND CONDITIONS WITHOUT EXCEPTION, AND I HAVE TICKED THE APPROPRIATE BOX ON MY COURSE APPLICATION FORM ON THE DATE THE FORM WAS SUBMITTED TO VERIFY THIS.