



Terms and Conditions of Business

1.0 Definitions and Interpretation

1.1 The definitions and rules of interpretation in this Condition 1 apply in these terms and conditions of business (the "Conditions") unless otherwise stated:-

Agreement

Means the entire agreement between Diet Specialist and the Customer comprising these Conditions, the Enrolment Form and any Credit Agreement that may be entered into.

Business Day

Means any day other than Saturday or Sunday that the clearing banks are open for business in the City of London;

Credit Agreement

Means any agreement for credit facilities entered into between the Customer and Diet Specialist;

Customer

Means the person named on the Enrolment Form and to whom Diet Specialist shall provide the Learning;

Online Learning

Means the provision of the Services in respect of the course(s) identified in the

Enrolment Form (or such other course(s) as Diet Specialist may from time to time agree in writing) and all related Materials, support and tuition where applicable whether supplied by Diet Specialist or a

Third Party Seller;

Document

Means, without limitation, in addition to any books and other documents in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form regardless of the media on which it is contained;

Enrolment Form

Means the Enrolment form completed by the Customer and submitted to Diet Specialist (together with payment) detailing the course(s) which the Customer has enrolled on and specifying the Fees payable by the Customer to Diet Specialist;

External Examination

Means any examination which is not operated or run by Diet Specialist that may be available to the Customer in respect of Online Learning;

Fees

Means the fees payable by the Customer to Diet Specialist in accordance with Condition 6.1;

Group Companies

Means DIET SPECIALIST and its subsidiaries, DIET SPECIALIST's ultimate holding company and its' subsidiaries, as defined in section 1159 of the UK Companies Act 2006;

Intellectual Property Rights

Means all patents, rights to inventions, utility models, copyright and

Related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or

Get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in

Computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Materials

Means the learning and training materials comprising all Documents, information, data, records and materials provided by DIET SPECIALIST relating to a Online Learning and shall include any replacement learning and training materials and books if the Customer transfers Online Learning

In accordance with condition 15;

“Non-Transferable Courses”

Means CD Rom courses, reseller courses and Non tuition based courses;

Services

Means the distance learning services to be provided by DIET SPECIALIST, or a Third Party Seller (as applicable), to the Customer in respect of the Online Learning as more particularly described in Condition 10;

Support Period

Means the period during which DIET SPECIALIST shall provide the Customer with support in relation to the Online Learning as advertised;

Software

Means any software provided by DIET SPECIALIST to the Customer as part of the Online

Learning; and

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to writing or written includes faxes and e-mail.

1.5 Singular words shall include the plural and vice versa.

1.6 Headings are included for convenience only and shall not affect the construction or interpretation of this Agreement.

2.0 Terms of Supply

2.1 The Customer should print a copy of these Conditions for future reference.

2.2 By placing an order through the DIET SPECIALIST website, the Customer warrants that:

2.2.1 He is legally capable of entering into binding contracts; and

2.2.2 He is at least 16 years old.

2.3 In some cases, DIET SPECIALIST accept orders as agents on behalf of Third Party Sellers. The resulting legal contract is between the Customer and that Third Party Seller, and is subject to the terms and conditions of that Third Party Seller, which they will advise the Customer of directly. The Customer should carefully review their terms and conditions applying to the transaction.

2.4 DIET SPECIALIST may also provide links on the DIET SPECIALIST website to the websites of other companies, whether affiliated with DIET SPECIALIST or not. DIET SPECIALIST cannot give any undertaking that Online Learnings which the Customer purchases from Third Party Sellers via the DIET SPECIALIST website, or from companies to whose website DIET SPECIALIST has provided a link on its website, will be of satisfactory quality, and any such warranty or representation is disclaimed by DIET SPECIALIST absolutely. The foregoing does not affect the Customer's statutory rights against the Third Party Seller. DIET SPECIALIST will make Customers aware when a Third Party Seller is involved in a transaction, and DIET SPECIALIST may disclose information relating to the Customer to the Third Party Seller for such transaction to be performed.

Price and Payment

2.5 The price and/or Fees of any Online Learnings will be as quoted on the DIET SPECIALIST website from time to time, except in cases of obvious error. These prices are in pounds sterling and include VAT where applicable.

2.6 Fees are liable to change at any time, but changes will not affect orders in respect of which

DIET SPECIALIST have already sent the Customer a dispatch confirmation.

2.7 The DIET SPECIALIST website contains a large number of Online Learnings and it is always possible that, despite DIET SPECIALIST' best efforts, some of the Online Learnings listed on its website may be incorrectly priced. DIET SPECIALIST will normally verify prices as part of its dispatch procedures so that, where a Online Learning's correct Fee is less than the stated price, DIET SPECIALIST will charge the lower amount when dispatching the Online Learning to the Customer. If a Online Learning's correct Fee is higher than the price stated on the website, DIET SPECIALIST will normally, at its discretion, either contact the Customer for instructions before dispatching the Online Learning, or reject the Customer's order and notify the Customer of such rejection.

2.8 DIET SPECIALIST is under no obligation to provide the Online Learning to the Customer at the incorrect (lower) price, even after DIET SPECIALIST has sent the Customer a dispatch confirmation, if the pricing error is obvious and unmistakable and could or ought to have reasonably been recognised by the Customer.

3.0 How the contract is formed with DIET SPECIALIST

3.1 After placing an order, the Customer will receive an e-mail from DIET SPECIALIST acknowledging that DIET SPECIALIST has received the order. Please note that this does not mean

that the order has been accepted. The order constitutes an offer to DIET SPECIALIST to buy an Online Learning. All orders are subject to acceptance by DIET SPECIALIST, and Diet Specialist will confirm such acceptance to the Customer by sending the Customer an e-mail that confirms acceptance (the Confirmation). The contract between DIET SPECIALIST and the Customer will only be formed when DIET SPECIALIST send the Confirmation.

3.2 The contract between DIET SPECIALIST and the Customer will relate only to the Online

Learning for which DIET SPECIALIST have confirmed acceptance in the Confirmation. Diet Specialist will not be obliged to supply any other Online Learning which may have been part of the Customer's order until all of the assignments within the first unit have been successfully completed by the Customer.

4.0 Right of Cancellation

4.1 Subject to Condition 4.3, the Customer shall have the right to cancel this Agreement within fourteen (14) Days from the date of purchase by the Customer of the Course before the course has been accessed.

4.2 Cancellation must be made in writing, including letter, fax or e-mail – but not by telephone.

4.3 This course contains digital content only and by agreeing to these terms you provide us express content to deliver you with digital content only within the 14 day cool off period. No physical content is provided as part of this course. Once this access has been provided, the right to a cancellation within the 14 day period will be lost.

4.4 To maintain the right to cancellation with the 14 day period, a potential student may request access to a sample of the course to review its suitability.

4.5 No refunds or cancellation are due once login details have been provided. If login details have not been provided the Customer will receive a full refund of the price paid in accordance with the DIET SPECIALIST refunds policy set out in Condition 6.

5.0 Payment

5.1 In consideration for the provision of the Online Learning the Customer shall pay to Diet Specialist the Fees, details of which are set out in the Confirmation.

5.2 Time for payment of the Fees shall be of the essence of this Agreement.

5.3 Except where the Customer intends to or has entered into a Credit Agreement, the Customer shall submit payment of the Fees together with the Enrolment Form by the method indicated by the Customer on the Enrolment Form. The Materials will be sent out to the Customer only on receipt of the Fees.

5.4 If the Customer fails to comply with any terms of this Agreement, DIET SPECIALIST shall be entitled to recover from the Customer the reasonable costs, expenses and losses incurred by DIET SPECIALIST as a result of locating the Customer, communicating with the Customer and collecting any unpaid sums. Such sums shall be payable to DIET SPECIALIST on demand. In the event of legal action for breach of the payment obligations, the Customer will be responsible for all costs and expenses allowable by the court if an award is made in favour of DIET SPECIALIST.

6.0 DIET SPECIALIST Refunds Policy

6.1 When the Customer returns an Online Learning to DIET SPECIALIST because the

Customer has cancelled this Agreement with DIET SPECIALIST within the fourteen-day cooling-off period (see condition 4.1), DIET SPECIALIST will process the refund due to the Customer as soon as

possible and, in any case, within thirty (30) days of the day the Customer has given notice of cancellation. In this case, DIET SPECIALIST will refund the payment made by the Customer in full.

6.2 DIET SPECIALIST will usually refund any money received from the Customer using the same method originally used by the Customer to pay for the purchase.

7.0 Delivery and Care of the Materials

7.1 Upon Confirmation DIET SPECIALIST will reserve the relevant Materials in the name of the Customer. DIET SPECIALIST will release and deliver the Materials to the Customer in compact learning units as the Customer progresses through the programme for the Online Learning.

7.2 Ownership of the Materials shall not pass to the Customer until DIET SPECIALIST has received in full (in cash or cleared funds) all sums due to it in respect of:-

7.3.1 the Online Learning; and

7.3.2 all other sums which are or which become due to DIET SPECIALIST from the Customer on any account.

7.4 Any dates specified by DIET SPECIALIST for delivery of the Materials are intended to be an estimate and time for delivery shall not be of the essence. If no dates are so specified, delivery shall be made by DIET SPECIALIST within a reasonable time.

7.5 If for any reason the Customer fails to accept delivery of any of the Materials or Diet Specialist is unable to deliver the Materials because the Customer has not provided appropriate

instructions:-

7.5.1 risk in the Materials shall pass to the Customer;

7.5.2 the Materials shall be deemed to have been delivered; and

7.5.3 DIET SPECIALIST may store the Materials until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance if applicable).

7.6 The Customer shall inspect each set of Materials promptly following delivery and inform DIET SPECIALIST about any defects or omissions as soon as it is reasonably practicable to do so. In the event that there are defects or omissions, the Customer shall return the materials immediately to DIET SPECIALIST whereupon a new set of Materials will be sent to the Customer, both at the expense of DIET SPECIALIST.

8.0 Services

8.1 During the Support Period, DIET SPECIALIST shall provide the Customer with support as particularly described in the Materials.

8.2 If requested, DIET SPECIALIST may at its sole discretion, extend the Support Period for a fee to be agreed between DIET SPECIALIST and the Customer.

8.3 DIET SPECIALIST will provide the Customer with such information as is in its possession to assist the Customer in making arrangements to sit External Examinations. In all other respects, the Customer will be solely responsible for making arrangements to enable them to sit External

Examinations and for any and all fees in relation there to.

8.4 If DIET SPECIALIST, in its sole discretion, assists the Customer in making arrangements to sit External Examinations the Customer acknowledges that DIET SPECIALIST shall not be responsible for any losses incurred by the Customer as a result of inaccurate information provided in connection with any such arrangement except such losses caused as a direct result of a failure on the part of DIET SPECIALIST to act with reasonable care and skill.

8.5 DIET SPECIALIST shall use its reasonable endeavours to:-

8.5.1 Provide the Services and to deliver the Online Learning to the Customer in accordance with Condition 9; and

8.5.2 Meet any performance dates specified in this Agreement, but any such dates shall be estimates only and time shall not be of the essence

9.0 Customer's obligations

9.1 The Customer shall:-

9.1.1 Co-operate with DIET SPECIALIST in all matters relating to the provision of the Online Learning;

9.1.2 Keep and maintain the Materials in good condition and in accordance with any instructions notified in writing to the Customer by DIET SPECIALIST from time to time; and

9.1.3 Not copy, dispose of, use, offer to sell, license or transfer the Materials (whether in whole or in part in any manner or form or in or on any media) other than in accordance with this Agreement or DIET SPECIALIST's written instructions; and

9.1.4 Retain all DIET SPECIALIST course work for a period of 3 years from completion as work can be requested at any time to comply with quality assurance obligations.

9.1.5 To complete the DIET SPECIALIST examination within 12 months of first registering for the course. Failure to do will incur additional fees as set by DIET SPECIALIST.

9.2 If DIET SPECIALIST's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, DIET SPECIALIST shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

10.0 Intellectual Property Rights

10.1 As between the Customer and DIET SPECIALIST, all Intellectual Property Rights and all other rights in the Materials shall be owned by DIET SPECIALIST.

10.2 In consideration of payment of the Fees, DIET SPECIALIST grants the Customer the non-exclusive, non-transferable right to use and copy the Materials for his or her non-commercial private use and study. If this Agreement terminates, this licence shall automatically terminate.

11.0 Confidentiality

11.1 The Customer shall keep in strict confidence all Materials and any other confidential information concerning the DIET SPECIALIST's business or its products which the Customer may obtain.

11.2 The Customer may disclose such confidential information as may be required by law, court order or any governmental or regulatory authority.

11.3 The Customer shall not use any confidential information obtained from DIET SPECIALIST for any purpose other than for his/her personal use, including private study and External Examinations.

12.0 Data Protection

12.1 DIET SPECIALIST will handle personal information in accordance with the terms of its privacy policy.

12.2 The Customer acknowledges and agrees that personal data will be processed by and on behalf of DIET SPECIALIST in connection with the provision of the Online Learning.

13.0 DIET SPECIALIST course transfer facility

13.1 If a Customer wishes to transfer to a different course offered by DIET SPECIALIST, DIET SPECIALIST may at its sole discretion agree to such transfer.

13.2 Unless the Customer is paying under a Credit Agreement, if DIET SPECIALIST agrees that the Customer may transfer to a different course, DIET SPECIALIST will transfer any fees paid to that date for the Online Learning that the Customer wishes to discontinue (the "Discontinued Online Learning") towards the amount payable for the new DIET SPECIALIST course to which it has been agreed that the Customer may transfer PROVIDED THAT:-

13.2.1 DIET SPECIALIST receives payment for the balance of the Fees if any due in respect of the new Online Learning (if more expensive than the Discontinued Online Learning); or

13.2.2 the appropriate transfer fee of has been paid to DIET SPECIALIST to cover tuition and/or administrative costs;

13.3 In no circumstances is a course transferable if:

13.3.1 it is a Non-Transferable Course; or

13.3.2 once all course materials have been issued; or

13.3.3 after a period of 3 months from enrolment; or

13.3.4 within 6 months of completion of the course; or

13.3.5 account payment is in arrears

14.0 Warranties

14.1 DIET SPECIALIST warrants that:-

14.1.1 The Materials will be of satisfactory quality and reasonably fit for all the purposes for which materials of the kind are commonly supplied (however DIET SPECIALIST does not warrant that the Materials will be error free); and

14.1.2 It will perform the Services with reasonable skill and care.

14.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

15.0 Limitation of Liability

15.1 This Condition 17 sets out the entire financial liability of DIET SPECIALIST (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:-

15.1.1 Any breach of this Agreement;

15.1.2 Any use made by the Customer of the Online Learning or any part of them; and

15.1.3 Any representation, statement or delictual act or omission (including negligence) arising under or in connection with the Agreement.

15.2 Nothing in this Agreement limits or excludes the liability of DIET SPECIALIST:-

15.2.1 For death or personal injury resulting from its negligence or the negligence of its employees or agents; or

15.2.2 For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by DIET SPECIALIST;

15.2.3 Any other liability that cannot be limited or excluded by law.

15.3 Subject to Condition 17.2, DIET SPECIALIST's total liability arising in connection with the performance, or contemplated performance, of this Agreement, shall be limited to the price paid by the Customer for the Online Learning.

15.4 Subject to Condition 17.2 DIET SPECIALIST shall not be liable to the Customer for:-

15.4.1 Any loss of profits, anticipated savings, turnover, loss of business, contracts, data, depletion of goodwill or similar losses or pure economic loss (whether direct or indirect in nature);

15.4.2 Any indirect loss or damages which happen as a side effect of the main loss or damage;

15.4.3 Loss or damage caused by DIET SPECIALIST in circumstances where there is no breach of legal duty owed by DIET SPECIALIST to the Customer;

15.4.4 Loss or damage which is not a reasonably foreseeable result of any breach of this Agreement by DIET SPECIALIST; and/or

15.4.5 Any claims brought against the Customer by any other party in each case however arising.

15.5 Subject to Condition 17.4, if the Customer has taken out an DIET SPECIALIST damage cover plan, DIET SPECIALIST will replace free of charge any Materials which are accidentally lost, damaged or stolen during the Support Period provided any claims are made in accordance with the terms of the DIET SPECIALIST damage cover plan. Notwithstanding the foregoing, Diet Specialist will not be obliged to replace free of charge any Materials if any monthly instalments of the Fees or any other sums are due and remain unpaid as at the date of the claim.

16.0 Termination

16.1 Without prejudice to any other rights or remedies which DIET SPECIALIST may have, DIET SPECIALIST may terminate this Agreement (after the expiry of a Default Notice served on the Customer in terms of the Consumer Credit Act 1974 where appropriate) without liability to the Customer immediately on giving notice to the Customer if the Customer fails to pay any amount due under this Agreement including, but not limited to the Fees on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment.

16.2 Either DIET SPECIALIST or the Customer may terminate this Agreement at any time if the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach.

17.0 Consequences of Termination

17.1 Termination of this Agreement, however arising, shall not affect or prejudice the accrued rights of the parties as at expiry or termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

17.2 On termination of this Agreement for any reason:-

17.2.1 The Customer shall immediately pay to DIET SPECIALIST all outstanding sums, including, without limitation, Fees;

17.2.2 The Customer shall, within ten (10) Business Days, return all of the Materials, including copies of all or any part of the Materials. Until such time as the Materials, including copies, have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and

17.2.3 Conditions 1 (Definitions and Interpretation), 6.4 (Payment), 7 (Import Duty), 12.1 (Intellectual property rights), 13 (Confidentiality), 16.2 (Warranties), 17 (Limitation of Liability), 19 (Consequences of Termination), and 30 (Governing Law and Jurisdiction) shall survive termination of this Agreement and continue in full force and effect.

18.0 Force majeure

18.1 DIET SPECIALIST shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Diet Specialist or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

19.0 Variation

19.1 DIET SPECIALIST may, from time to time and without notice, amend Online Learning and the terms and conditions of this Agreement in order to comply with changes in technology, changes in payment methods or changes in applicable regulatory or statutory requirements, provided that such changes do not materially affect the nature of the Online Learnings.

19.2

Subject to Condition 21.1, no variation of this Agreement or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

20.0 Waiver

20.1 If, at any time during the course of a credit agreement, the Customer notifies DIET SPECIALIST that he / she no longer wishes to pursue the Online Learning DIET SPECIALIST may, at its absolute discretion, agree to waive its rights to the sums payable under condition 4.1 upon payment by the customer of an administration fee, upon condition that the Customer waives all rights to delivery of any and all materials. This fee will be a % of your course fees.

20.2 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

20.3 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

21.0 Severance

21.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

21.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

22.0 Entire agreement

22.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

22.2 Each party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract. Nothing in this Condition 24 shall limit or exclude any liability for fraud.

23.0 Assignment

23.1 The Customer shall not, without the prior written consent of DIET SPECIALIST (which DIET SPECIALIST will not withhold or delay unreasonably), assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23.2 DIET SPECIALIST may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent, but this will not affect the Customer's rights under this Agreement.

23.3 If there is an assignment pursuant to this Condition 25, DIET SPECIALIST may disclose to any proposed assignee any information in its possession that relates to this Agreement or its subject matter, the negotiations relating to it and the Customer which it is necessary to disclose for the purposes of the proposed assignment.

23.4 Each party is acting on its own behalf and not for the benefit of another person.

24.0 No partnership, joint venture or agency

24.1 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between DIET SPECIALIST and the Customer, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

25.0 Written Communications

25.1 Applicable laws require that some of the information or communications DIET SPECIALIST send should be in writing. The Customer accepts that communication with DIET SPECIALIST will be mainly electronic. DIET SPECIALIST will contact the Customer by e-mail or provide the Customer with information by posting notices on the DIET SPECIALIST website. For contractual purposes, the

Customer agrees to this electronic means of communication and the Customer acknowledges that all contracts, notices, information and other communications that DIET SPECIALIST provides to the Customer electronically comply with any legal requirement that such communications be in writing. This condition does not affect the Customer's statutory rights.

26.0 Notices

26.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by e-mail or by post to the other party and for the attention of the person or as otherwise specified by the relevant party by notice in writing to the other party.

26.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to in Condition 28.3, or if sent by e-mail 24 hours after the e-mail is sent, or if sent by post at 9.00 am on the second Business Day after posting. In proving the service of any notice, it will be sufficient to prove, in the case of a letter that such letter was properly addressed, stamped and placed in the post and in the case of an e-mail that such an e-mail was sent to the specified e-mail address of the addressee.

26.3 The following addresses shall be the addresses to which any notice or other communication should be sent in relation to this Agreement:-

26.3.1 DIET SPECIALIST

and

26.3.2 Customer: the last known e-mail address or address of the Customer as supplied by the

Customer to DIET SPECIALIST and in each case as the same may be updated in writing from time to time.

26.4 The Customer shall notify DIET SPECIALIST immediately in writing of any change of address or contact details.

26.5 Any complaints should be addressed in terms of DIET SPECIALIST Complaints Policy.

27.0 Rights of third parties

27.1 Save as expressly provided in this Agreement, no term of this Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

28.0 Governing law and jurisdiction

28.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with Scots law.

28.2 The parties irrevocably agree that the Scottish Courts shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).

29.0 Medical policy

29.1 Diet Specialist Online and all associated services are not intended as a substitute for any advice or treatment prescribed by a doctor.

29.2 It is the responsibility of each member to ensure that there are no medical reasons why they should not embark upon a slimming campaign. If in any doubt at all, members should check with their doctor.

29.3 Diet Specialist Online's medical policy is:

Diet Specialist Online is not available to members under the age of 18. The advice given in the public area is not intended for use by those under 18.

29.4 Anyone who has any medical problems, is taking any medication, is pregnant or breast-feeding must disclose this information during registration.

29.5 Members with diabetes or coeliac disease will be able to benefit fully from Diet Specialist Online and should always incorporate the advice given by their care team or GP.

29.6 If you have a medical condition which may be adversely affected by exercise you should consult your doctor before following any exercise information given. It is required that each member takes personal responsibility for themselves when doing any exercise which has been advised by Diet Specialist or their representative, either at or outside the group. If at any time while exercising a member feels any ill effects then they must stop doing the exercise and it is advisable that they check this out with their doctor.

30.0 Complaints policy

30.1 Complaints Policy of Diet Specialist

Diet Specialist views complaints as an opportunity to learn and improve for the future, as well as a chance to put things right for the person (or organisation) that has made the complaint.

30.2 Our policy is:

- To provide a fair complaints procedure which is clear and easy to use for anyone wishing to make a complaint
- To make sure everyone at Diet Specialist knows what to do if a complaint is received
- To make sure all complaints are investigated fairly and in a timely way
- To make sure that complaints are, wherever possible, resolved and that relationships are repaired
- To gather information which helps us to improve what we do

30.3 Definition of a Complaint

A complaint is any expression of dissatisfaction, whether justified or not, about any aspect of Diet Specialist. Examples could include issues with the website, the course content or the exam procedure.

30.4 Where Complaints Come From

Complaints may come from any person or organisation who has a legitimate interest in Diet Specialist. A complaint can be received verbally, by phone, by email or in writing.

30.5 Confidentiality

All complaint information will be handled sensitively, telling only those who need to know and following any relevant data protection requirements.

30.6 Responsibility

Overall responsibility for this policy and its implementation lies with the directors of the company.

31.0 Complaints procedure

31.1

To avoid any complaints occurring, all customers are able to request samples of our course prior to making any purchases.

Written complaints may be sent to Diet Specialist at Diet Specialist,
Diet Specialist
Regus, Central Boulevard
Solihull,
West Midlands
B90 8AG.

Or by e-mail at info@diet-specialist.co.uk

Verbal complaints may be made by phone to 0845 0542241

31.2 Resolving Complaints

- Members contacting Diet Specialist by post, phone or email will have their complaint addressed within 3 Business Days.
- The member will be contacted within 10 Business Days and given a full answer to their complaint and where applicable the actions being taken to resolve the complaint.
- Where information is required from a third party Diet Specialist will endeavour to resolve the complaint as quickly as possible.
- Diet Specialist will seek to resolve complaints within 30 business days where the complainant is contactable and is responsive to emails and phone calls. If the complainant is not responsive, Diet Specialist will not contact the complainant beyond 30 business days.

31.3 Possible courses of action

Following an investigation to understand the complaint from an individual, the following courses of action could be pursued:

- The matter raised by the individual could be addressed by Diet Specialist, such that the individual is satisfied with the outcome.
- Alternative arrangements could be made by Diet Specialist that are to the satisfaction of individual concerned.
- A full or partial refund could be offered to the individual concerned.

32.0 Quality Monitoring Procedures

32.1 Quality Control Process

Diet Specialist views its quality control procedures as an integral part of the nutrition course as we constantly strive to ensure that the course is:

- 32.1.1. Based on the latest scientific nutrition evidence from reputable sources.
- 32.1.2. Taught using the most effective teaching techniques.
- 32.1.3. Appropriately examined and regularly reviewed.

32.2 Review process

To ensure that Diet Specialist nutrition courses meets our high standards, the following process is followed:

- 32.2.1. Our dietetic will regularly review the publications of from reputable sources including but not exclusive to the National Institute for Health and Care Excellence (NICE), Scientific Advisory Committee on Nutrition (SACN) and the British Dietetic Association (BDA)to ensure that the course is up to date with latest guidance.
- 32.2.2 Where there is a significant change in nutrition guidance, the course will be immediately updated to reflect this change.
- 32.2.2 On an annual basis the course will be reviewed by a dietitian registered with the Health and Care Professional Council to ensure that the course meets the three criteria outlined in 32.1 and major changes will be made if required on an annual basis.
- 32.2.3 Where any suggestions are made with regards to the course, these will be factored in as part of the annual review process as long as they can be feasibly implemented. These should be communicated as part of the evaluation process outline in section 33.

32.3 Complaints about quality issues

For details about how to raise concerns about the quality if the course, see section 30 within our terms and conditions.

33.0 Evaluation and assessment policy

33.1 Evaluation and assessment of the course

As part of the evaluation process for the course, participants are invited to fill out the evaluation form within appendix 1.

This feedback forms part of the review process for the exam as outlined within 32.2.3

33.2 Evaluation and assessment

33.2.1 The outline for examination process:

- 33.2.1.1 Upon purchase of the course, the student will receive all the information they require to complete the examination process.
- 33.2.1.2 Upon completion of the course material, they will be required to sit an examination to test their understanding of the course.
- 33.2.1.3 The examination will cover all sections of the course.
- 33.2.1.4 Upon submission of their exam papers, these will be marked and they will get either get a pass or fail exam result.
- 33.2.1.5 Students should allow for up to 15 working days to receive their exam results and certificate if they have passed. This is a maximum limit and Diet Specialist strives to respond much more quickly than this.

33.3 Responsibilities of Diet Specialist

- 33.3.1 Diet Specialist is responsible for ensuring that the participant has the sufficient knowledge to be able to complete the examination and will provide all the material required to cover all the required topics.

33.3.2 Diet Specialist will ensure that the participant has full access to all examination portals to ensure that they can complete the exam within 12 months of commencing.

33.4 Responsibilities of the student:

33.4.1 It is the student's responsibility to sufficiently study all the material independently and to ensure that they have sufficient knowledge of the subject before making any examination attempts. Once the examination is taken, the student is expected to have covered all of the material.

33.4.2 It is the student's responsibility to perform the exam independently without any assistance. Failure to do so will lead to disqualification.

33.4.3 It is the responsibility of the student to complete the exam within 12 months of commencing.

33.5 Examination quality policy

33.5.1 The Diet Specialist examination quality is reviewed through peer reviewing within the Diet Specialist dietetics team, who check to ensure that the quality of the exam is adequate and sufficient. Adjustments to the examination are then incorporated into the annual review process.

33.6 Examination Resits policy

33.6.1. Only one examination will be included for each of the four sections free of charge. The student must pay £60 for each additional examination attempt.

33.6.1. The student will be able to sit the examination to a maximum of 3 times. After 3 attempts, the nutrition examination will no longer be issued to the student.

33.6.1. The exam result will only state whether the exam has been passed or failed. If any further breakdown of the exam result is requested, an administration fee of £35 will be charged.

33.7 Appeals against Internal Assessment of Work for External Qualifications

33.7.1 Diet Specialist is committed to fair examinations with consistency and in acting in accordance with the specification for the qualifications concerned. Assessments are conducted by staff who have appropriate knowledge, understanding and skills and who have been trained in this activity.

33.7.2 If a student feels that this may not have happened in relation to his/her work, then he/she may make use of this appeals procedure.

33.7.2.1 Appeals should be made as early as possible and must take place within 2 weeks of the issuing of the examination result.

33.7.2.2 The candidate's must make the appeal in writing to Diet Specialist, who will investigate the appeal.

33.7.2.3 The candidate will be informed of the decision with a detail outcome of how their previous exam result was derived within 14 working days.

33.7.2.4 The outcome of the appeal will be final and cannot be changed

Feedback form

Name : _____

E-mail address : _____

We really value your feedback and we will use your comments to help us improve future course.

Please mark below as follows: **5 is excellent/new/relevant and 1 as poor/old/irrelevant**

Session 1 – Food and nutrition

Delivery skills of the presenter	5	4	3	2	1
How much of this information was new to you	5	4	3	2	1
How relevant is this knowledge to your role	5	4	3	2	1
How confident are in using this knowledge	5	4	3	2	1

Other comments:

Session 2 – Healthy eating and obesity

Delivery skills of the presenter	5	4	3	2	1
How much of this information was new to you	5	4	3	2	1
How relevant is this knowledge to your role	5	4	3	2	1
How confident are in using this knowledge	5	4	3	2	1

Other comments:

Session 3 – Influencing behavioural change

Delivery skills of the presenter	5	4	3	2	1
How much of this information was new to you	5	4	3	2	1
How relevant is this knowledge to your role	5	4	3	2	1
How confident are in using this knowledge	5	4	3	2	1

Other comments:

Section 4 – Dietetic management of disease

Delivery skills of the presenter	5	4	3	2	1
How much of this information was new to you	5	4	3	2	1
How relevant is this knowledge to your role	5	4	3	2	1
How confident are in using this knowledge	5	4	3	2	1

Other comments:

Other Comments:

We would appreciate any other comments you may have: