



## Instructor Training Terms & Conditions

### **1. Payment**

- 1.1 Payment is required in full in advance for all Courses. This is a non-refundable and non-transferable fee, other than provided under 4.1 below.

### **2. Registration**

- 2.1 **By registering for a Course you acknowledge that this will not allow you to teach *Barreworks* classes unless you are expressly invited to do so under the terms of a separate Services Agreement, and/or Licence to use our proprietary marks and other intellectual property.**
- 2.2 Registration on a Course does not in any way guarantee successful completion or the attainment of the relevant certificate or qualification.
- 2.3 It is your responsibility to ensure that the Course is suitable for your own purposes and career development, and that you hold pre-requisites as required.
- 2.4 By registering on our Courses you are agreeing to enter into a financial commitment. We strongly recommend that prior to Registration you satisfy yourself that you fully understand and are able to comply with that commitment. If there is anything unclear about or you have any questions, you should contact us immediately.
- 2.5 We are entitled to refuse any Registration.
- 2.6 Applications can only be made by those aged 18 years or over.
- 2.7 We reserve the right to require you to provide any additional information that it may deem necessary in order to confirm your Registration.
- 2.8 A copy of your certificate/s of training are required with your Registration Form.
- 2.9 Places on our Courses are offered on a first come, first served basis. Upon receipt of your completed Registration Form and payment, your place on the Course is secured provided all booking criteria and relevant industry experience have been met.
- 2.10 You will receive written Registration Confirmation (via email) of your place on the Course and you are not registered until you receive this.

### **3. Information You Provide**

The following applies to any information you provide to us, for example during the Registration process:

#### **3.1 Use of Personal Information**

You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which we offer. You understand and agree that we may disclose to third parties, on an anonymous basis, certain aggregate information contained in your Registration. We will not disclose to any third party your name, postal address, e-mail address or telephone number without prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. We reserve the right to offer third party services and products to you based on the preferences that you identify in your Registration and at any time thereafter; such offers may be made by us or third parties. If you send us personal correspondence such as e-mails or letters, then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph shall be known as 'the Purposes'). All such information collected by us shall be referred to in these Terms and Conditions as 'Personal Information'.

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### **3.2 Accuracy of Personal Information**

You must ensure that the Personal Information you provide is accurate and complete and that all Registration details contain your correct name, address and other requested details. It is your responsibility to ensure that we are updated on any changes to such information. Most correspondence will be sent to your e-mail address but certain certificates and other non-electronic correspondence will be sent to your postal address. For more information about how we deal with your Personal Information, please read our Privacy Policy at [www.barreworks.co.uk](http://www.barreworks.co.uk).

### **3.3 Processing and Disclosure Rights**

By accepting these Terms and Conditions you agree to the processing and disclosure of the Personal Information for the Purposes. You also agree that the Purposes may be amended to include other uses or disclosures of Personal Information following notification to you by means of a notice on our website, which you should check regularly. If you would like to review or modify any part of your Personal Information, then you should e-mail us at [privacy@barreworks.co.uk](mailto:privacy@barreworks.co.uk).

### **3.4 Security and Data Protection**

We are registered under the Data Protection Act 1998 and complies with the Act and the data protection principles. You consent to us processing your personal information for administrative, legal and management purposes. You consent to us making such information available to other companies within our group, our advisers and regulatory authorities. We do not disclose your information to third parties except as described. If you need to correct any information we are holding, please contact us.

## **4. Cancellation, Transferability & Refunds**

### **4.1 Cancellation and Transferability**

If after making payment you cancel your course, Barreworks will not refund the fees paid but you will be entitled to a credit in the amount of the fees paid, which credit can be used towards future courses and is valid for one year from date of the original purchase.

Where you also purchase any other products or services as part of your Registration, such as classes at the Studio, such products or services will be subject to the Terms and Conditions of Sale provided at [www.barreworks.co.uk](http://www.barreworks.co.uk).

### **4.2 Cancellation by Us**

We reserve the right to cancel a Course for any reason. Under such circumstances, the Course Fees paid will be refunded in full.

Where you also purchase any other products or services as part of your Registration, such as classes at the Studio, such products or services will be subject to the Terms and Conditions of Sale provided at [www.barreworks.co.uk](http://www.barreworks.co.uk).

### **4.2 Refunds**

Full Course Fees are payable regardless of whether you complete the full Course or are unsuccessful in any assessment or examination.

## **5. Practical Training & Assessment**

### **5.1 Dates**

Where a Course includes practical training and/or assessment, such as workshops, theory examinations, supervised instruction or practical assessments, as part of your Registration onto a Course you must specify the date/s you wish to attend. We will confirm the date/s in the Registration Confirmation.

### **5.2 Time Limits**

Courses must be completed within 3 months of Registration, unless otherwise agreed by us and at our sole discretion.

### **5.3 Supervised Teaching or Class Assisting**

Where applicable, the number of supervised teaching or class assisting/demonstration sessions required before we allow a practical assessment (such as an Assessed Teaching Class) is at our sole discretion.

### **5.4 Capacity**

Registrations are taken on a first come, first served basis and once a practical training or assessments have reached maximum capacity, no more Registrations will be taken.

### **5.5 Changes by You**

If you wish to change the date of your practical training or assessment, you must contact us at least 14 days prior to the practical training or assessment date. After this time no refund or transfer to another practical training or assessment will be granted.

### **5.6 No Show**

If you fail to attend a practical training or assessment in which you have Registered, no refund or transfer to another practical training or assessment day will be granted without additional charge.

### **5.7 Changes by Us**

We reserve the right to change and/or cancel the dates and venues for practical training and assessment. You will be notified of any change by telephone, post or e-mail (which will be notified to the contact point you provided on Registration) and you will be able to transfer to another course at no extra cost to you. We are not liable in any other way for any additional expenses, costs or other charges that you may incur as a result of such change or cancellation, and you are responsible for ensuring that we have up to date contact details for you.

**5.8 Conduct**

You are required to conduct yourself in an appropriate manner at all practical training and assessment. If you behave in a manner which in our opinion is threatening, abusive, offensive or otherwise unacceptable, we will have the right to bar you from that and all future practical training and assessment. You will remain liable for the Course Fees for which you have Registered.

**5.9 Promotion**

You agree that you may be videotaped, audio recorded and photographed by us as part of your practical training and assessment and you consent to our using your photograph, video and tape recordings and any other likeness of you for any and all promotional and training purposes.

**5.10 Health, Safety & Security**

You agree to abide by the health, safety and security policies and procedures of the venue where your practical training and assessment takes place.

**5.11 House Rules**

You agree to abide by any other operational policies, procedures and rules of the venue where your practical training and assessment takes place.

**6.0 Fitness**

**6.1 Your Responsibility**

In addition to your general responsibility to ensure that you are fit to undertake a Course (please see paragraph 9), you are specifically responsible to ensure that you are physically fit on any occasion when you attend either a practical training or assessment day. If you require your GP's consent to perform physical activity, you will not be permitted to perform the physical components of that day unless this consent has been given. Where such consent is required but not provided, you will need to obtain the appropriate medical clearance and guidance from your GP and re-book another practical training or assessment day, as appropriate. Fees for such practical training or assessment days will not be refunded and we will not be responsible for your travelling costs or other expenditure that may be wasted.

**6.2 Acknowledgement of Risks**

You acknowledge that you are fully aware of the risks involved in participating in training and assessment days which can be physically and mentally demanding. You represent and warrant that you discharge us, our agents, employees and representatives on a continuing basis from any and all liability for injuries or damages resulting from your participation in any of our practical training and assessments, and or in connection with performing, conducting, teaching or instructing course material to the fullest extent permitted by law. This exclusion shall not cover death or personal injury caused by the negligence of us, our employees, agents or sub-contractors.

**7 Assessments and Certification**

**7.1 Certificates**

Certificates are issued on successful completion of a Course and the relevant Course certificate will be sent automatically to the e-mail address that you registered with us.

**7.2 Third Party Endorsement**

Once you have passed a Course endorsed by a third party such as REPS, the awarding body will be notified in accordance with their requirements.

**7.3 Retakes**

In the event that you fail an assessment or examination, no re-registration will be required but there may be a charge to attend another assessment or examination.

**7.4 Change of Name or Address**

All certificates will be issued in the name held on our records at the date you successfully complete the Course. It is your responsibility to inform us in writing of any change of name and to provide appropriate evidence, such as a marriage certificate or deed poll.

If you change name or address prior to the date the you successfully complete the Course but fail to notify us and require us to issue a new certificate, a replacement fee of £25 will be payable. Please note we are unable to issue replacement certificates in a new name if the change of name occurred after the date you successfully completed the Course.

**7.5 Replacement Certificates**

If you lose a certificate and require a replacement, a fee of £25 will be payable.

**8. Applicability of Course Materials**

**8.1 Personal Use**

Unless otherwise stated, text in the Course Materials and on our website is presented solely for your private, personal and non-commercial use on one computer at a time. We grant you a limited, non-exclusive and non-transferable licence to use graphic files, audio files, video files, text, hyperlinks, interlinks, search engines and other software associated with the Course Materials during

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the period you are registered on a Course. You represent and warrant that you will not knowingly do anything that may prejudice our interest in the Course Materials.

### **8.2 Copying**

When downloadable materials are provided by us you may only make a single copy for personal use. Otherwise, you may not download, print or store any Course Materials or send or show any copy thereof to anyone other than as authorised in these Terms and Conditions. In the event of any breach of this term:

(i) you will be liable to indemnify us against any damage (including costs on an indemnity basis) which we may suffer as a result of such breach; and

(ii) You will be denied any further use of our website and your Registration will be cancelled.

### **8.3 Third Party Materials and Suitability of the Courses**

Our website is controlled and operated by us from our offices in England. Where content published on the website is supplied by third parties (including material put up on our website by our students), you understand that we do not screen, control or endorse their contents in any way. All content which is offered by third parties is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or off-line) and the use of such content, except for content which relates directly to the Courses you register on and which we have created.

The website and Course Materials are provided on an “as is” basis and should the Course Materials or other services provided by us prove defective and/or cause damage to your computer or inconvenience to you, you shall assume the entire cost and all damages which may result from any and all such defects. You assume total responsibility and risk for your use of our website and use of all information contained within it.

## **9. Physical Fitness**

It is your responsibility to ensure that you are sufficiently fit, physically, mentally and emotionally, to undertake all components of the Course as well as aerobic, anaerobic, resistance, flexibility, stability, muscular strength and endurance exercise. We recommend you obtain medical clearance from your GP prior to Registration or before commencing any of the exercises contained with the Course. It is your responsibility to notify us of any pre-existing medical conditions as well as any special assistance you may reasonably require prior to Registration or before commencing any of the exercises contained with the Course, and again if circumstances change throughout the period you are undertaking a Course with us.

You understand that our Courses involve exercise and that the body’s reaction to exercise cannot always be predicted with accuracy. Furthermore, you acknowledge that there are risks involved in performing physical activity including but not limited to musculoskeletal strains, pain and injury, and that certain abnormal changes may occur during or following exercise which may adversely affect blood pressure, cause heart attack or even death.

## **10. Copyright and Exclusivity**

The contents of our website (including Course Materials and any other materials that you may download as part of a Course) are protected by copyright laws and other intellectual property rights. The owner of these rights is us or other third party licensors. All product and company names and logos mentioned in our website are the trademarks, service marks or trading names of their respective owners, including us. You may download material from our website for the sole purpose of Registering on and completing a Course. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from our website including but not limited to text, graphics, video, recordings, choreography, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example as part of the Course. Registration on a Course is personal to you and it is not possible to transfer your Registration to another Course or any other person.

## **11. Liability**

### **11.1 Barreworks’ Warranties**

All implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Courses, our website or any information or service provided through our website are strictly excluded to the fullest extent possible under the laws of England and Wales. We will do our best to ensure that all Course Materials and information published on our website are accurate, but please note that all Course Materials and information on our website are provided on an ‘as is’ basis.

### **11.2 Exclusion of Liability**

In relation to your Registration on any Course, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use, or performance of our website or its contents, including your Registration on and participation in a Course, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on our part or our servants, agents or any other person.

You agree to indemnify and hold us harmless against any and all loss, liability, damage, cost or expense (including without limitation legal fees and disbursements) suffered by us arising out of or connected in any way with any claim asserted or proceedings commenced by any third party against us by reason of your breach of any obligations, representations or warranties agreed by you

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under these terms and conditions made by reason of the assertion of any claim which is inconsistent with any such obligation, representation or warranty.

### **11.3 Limit of Liability**

If we are liable to you for any reason, our liability will be limited to the amount paid by you to date for the relevant Course on which you are currently Registered and as a result of which our liability has arisen. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence nor for fraudulent misrepresentation.

### **11.4 User's Responsibilities**

You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

### **11.5 Legal Limitations**

The limitations and exclusions in this clause only apply to the extent permitted by applicable law. You acknowledge that you shall be responsible for your omissions, errors or neglect when performing, conducting, teaching or instructing material you may have learned through us and shall maintain public teacher liability insurance cover as appropriate for your business and professional qualifications.

## **12. General**

### **12.1 Entire Agreement**

These Terms and Conditions, together with your Registration and the payment method instructions, if any, are your whole agreement in relation to us and any service you obtain from us. You acknowledge that you have not entered into this agreement in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the relevant Terms and Conditions, Registration form and payment method instructions.

### **12.2 Illegality**

If any provision or term of these Terms and Conditions shall become or be declared illegal, unlawful, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other Terms and Conditions and shall be deemed to be deleted from them.

### **12.3 Causes Beyond Control**

We will not be held liable for any failure to perform any obligation due to causes beyond its reasonable control.

### **12.4 No Waiver**

Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

### **12.5 Notices**

All notices shall be given to us via e-mail at [training@barreworks.co.uk](mailto:training@barreworks.co.uk) and to you at either the e-mail or postal address provided upon registration or updated since registration. Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or three (3) days after the date of posting.

### **12.6 Jurisdiction**

These Terms and Conditions are governed by English law and you submit to the exclusive jurisdiction of the English court.

## **13. Student Rules and Requirements**

The following are the minimum requirements that must be met to undertake and complete your training:

1. Attendance at all sessions is mandatory. You may only be excused from a session with our permission. Failure to attend any session without our permission will jeopardise the completion of your training. Any certification will not be valid and recognised by us until you complete all training courses (and shall be subject to the terms of this Agreement).
2. All students are required to sign in and out each day. Do not sign in for others or sign for more than one day at a time.
3. You must participate actively in sessions. Attendance alone is insufficient. Please exercise discipline when sessions and lectures are in progress.
4. You must complete all work assigned for each session satisfactorily.
5. Please be on time for each session.
6. All students should maintain a peaceful, respectful atmosphere at all times. With respect to training at a studio facility, please remember that we have to serve its regular customers as well as its students.
7. Smoking or drug and alcohol use is prohibited and will lead to immediate dismissal from training.
8. Failure to meet any of the above requirements will jeopardise your training and any certification.