

StretchBodyMind - Terms and Conditions

This page (together with the documents referred to on it) sets out the terms and conditions under which we provide the StretchBodyMind Teacher Training courses. Please read these terms and conditions carefully before booking any courses from us. You should understand that by booking any of our courses, you agree to be bound by these terms and conditions.

You should keep a copy of these terms and conditions for future reference.

Your Application

1. Once your application has been received and we have confirmed the enrolment, a binding contract exists between you and StretchBodyMind. Once a contract exists all fees are due for the full period of your course and must be paid before the course completion date.
2. The person signing the application takes responsibility for paying all required fees.
3. We reserve the right to cancel the course up to 7 days before the proposed start date of the course. We are under no obligation to give reasons for the decision to cancel a course and we will not be liable in any way to you for the cancellation of a course. A minimum of 4 successful applicants is required before a course will start. If we cancel a course you will be refunded for all the fees paid by you at the date of the cancellation.
4. We reserve the right not to accept any application for enrolment of any applicant at any stage of the application or booking process. In the event that your application is declined, all fees received will be refunded in full, but we shall be under no obligation to give reasons for the decision.
5. Course fees are subject to change.
6. You warrant that all information provided to us by you in your application is complete and accurate.
7. By making an application you warrant that:
 - A) You are legally capable of entering into binding contracts; and
 - B) You are at least 18 years old; and
 - C) You do not have an outstanding bad debt with StretchBodyMind; and
 - D) You have not previously been asked to leave a course.

Payment

8. Once your application is accepted you must pay the deposit of £500. If this deposit is not paid before the course commences your place on the course will be cancelled and all fees will be due from you.
9. At the time you make your course booking you can choose to pay the course fee in full or to pay by instalments.
10. If you choose to pay by instalments you agree to pay the initial deposit of £500 prior to the weekend that the course commences and you agree to make further instalments of the specified amount with the final instalment to be paid before the course concludes.

11. You must pay any bank charges incurred in making the payment to StretchBodyMind.
12. All fees due must be paid before the course completion date. Students will not be allowed to attend their final practical demonstration until all course fees have been paid in full. All fees paid are non-refundable and non-transferable. Refunds for cancellations will not be given under any circumstances.
13. Once your application has been accepted by StretchBodyMind you are liable for the full fees of the course even if you later cancel your attendance at the course or cancel your attendance of any part of the course. The only circumstances that you will not be liable for the full amount of the course fees is if StretchBodyMind cancels the course.
14. If after making a successful application you then cancel your attendance of the course or any part of the course you must pay the full amount of the fees for the course within 14 days to StretchBodyMind.

Cancellation by us

15. We reserve the right to cancel the course up to 7 days before the course start date. If we cancel a course before the course start date you will be eligible for a full refund of the course fee. We will process any refund due to you as soon as possible. We may also offer a transfer to another course as an alternative, subject to payment or refund of any difference in purchase price. You are strongly advised to take out insurance against cancellation if your travel costs are likely to be substantial.
16. We do not accept liability for any losses or additional expenses you might have to pay because of cancellation or delay of your course.
17. We will make all reasonable efforts to deliver the course as outlined on our website and in any brochure or published material. However, we reserve the right to:
 - A) Alter the timetable, location or presenters specified for a course; and
 - B) Make reasonable amendments to the context and syllabus of a course, when necessary
18. We reserve the right to cancel your course booking in our absolute discretion and refund all fees paid by you, irrespective of whether the course itself is to proceed, without any further liability on our part.
19. We also reserve the right to exclude you from any course after its commencement if in our absolute discretion we consider that you are impeding the provision of the course or any of our activities, or your presence is bringing or threatening to bring StretchBodyMind or any part of it or any of our trainers into disrepute. In these circumstances we will refund all fees paid by you but will have no further liability to you in respect of such termination or exclusion.

Our liability and intellectual property

- 20.1. Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the course fee you paid.
- 20.2. This does not include or limit in anyway our liability
 - A) For death or personal injury caused by our negligence
 - B) For fraud or fraudulent misrepresentation; or
 - C) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
21. We are not responsible for any indirect losses that you may suffer.
22. We do not accept responsibility for the provision of any services that are not expressly mentioned in our brochure or website.
23. We do not accept liability in the case of illness, accident, or loss/damage to personal items of property.
24. We shall not be liable to you in the event that any service contracted to be supplied becomes impossible to supply because of any circumstance, (such as industrial dispute), which are outside our control.
25. We do not accept liability for losses or additional expenses you might have to pay because of cancellation or delays to your travel services.
26. You will be held liable and required to pay for any damages you may cause to any of our property.
27. StretchBodyMind or any of our agents, employees, trainers or associates will not be liable for failure to perform their obligations if such failure is as a result of Acts of God (fire, flood, earthquake, storm, hurricane, infectious disease or pandemics or other natural disasters that are beyond our reasonable control), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout, or interruption of electricity, internet or telephone service. Refunds will not be made in such circumstances.
28. All course materials including the manual supplied to you by StretchBodyMind remain the copyright of StretchBodyMind and StretchBodyMind will retain the exclusive ownership and copyright of all such materials.
29. You shall not without prior written consent of StretchBodyMind make available, copy, reproduce, retransmit, disseminate, sell, licence, distribute, publish, broadcast or otherwise circulate any written materials that you have received from StretchBodyMind.
30. If you fail to complete the course or cancel your attendance of any part of the course you must return all course materials including the manual to StretchBodyMind immediately.

31. Nothing in these terms and conditions shall give you any right or other licence to use copy or otherwise use or exploit in any way any intellectual property contained in the content of any course provided to you in accordance with these terms and conditions.

Your Course

32. All students are expected to complete the course in which they have enrolled and to attend all classes. We reserve the right to refer students who do not complete their Learner Achievement Portfolio, practical demonstration and class plans.

33. While course materials will be supplied, candidates are required to bring their own pencils/pens and note paper as well as any Yoga/Pilates props they might require.

34. We expect students to behave reasonably at all times towards other students, trainers and representatives and employees of StretchBodyMind.

Transfer the Rights & Obligations

35. You may not transfer, assign, change or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

Waiver

36. If we fail at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

37. A waiver by us of any default shall not constitute a waiver of any subsequent default.

38. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

Severability

39. If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such terms and conditions or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Privacy

40. We will process information about you in accordance with our privacy policy.

Entire Agreement

41. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

42. You acknowledge that, in entering into a contract, you have not relied on any representation, undertaking or promise given by us or be implied by anything we have said or

written in negotiations between us prior to such contract except us expressly stated in these terms and conditions.

43. You shall not have any remedy in respect of any untrue statement made by us, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and your only remedy shall be for breach of contract as provided in these terms and conditions.

Our right to vary these terms and conditions

44. We have the right to revise and amend these terms and conditions from time to time.

Law and Jurisdiction

45. You agree that the Courts of Scotland, England, Wales or Northern Ireland shall have jurisdiction to settle any dispute or claim arising out of, or in connection with the contract, its subject matter or formation and that StretchBodyMind shall have the exclusive right to choose which of the aforementioned jurisdictions any dispute or claim shall be settled in.

Print Name: _____

Signed: _____

Date: _____

Any questions about these Terms & Conditions should be addressed to StretchBodyMind CEO Victoria Cunningham in the first instance.

You can also speak to our Solicitors – Simmons, Meglaughlin & Orr, 20 Northland Row, Dungannon, Northern Ireland, BT71 6BL.