TRAINING COURSE TERMS AND CONDITIONS

These terms and conditions together with the joining letter and schedules in the training course pack form the agreement between the training provider and the participant for the training course (the “Agreement”).

1. TRAINING COURSE – A DESCRIPTION

"Training Course" the training course identified in the training course pack with Training Materials as amended from time to time provided by the Training Provider.

"Training Materials" includes printed materials and online documentation as amended from time to time.

“Training Provider” integrated yoga and mindfulness limited, trading as yogaunlimited, whose registered address is Arnold House 2 New Road, Brading, Sandown, Isle Of Wight, England, PO36 0DT.

2. THE SALE

The purchase of the Training Course and licence to use the Training Materials is subject to receipt of payment in accordance with this Agreement.

3. THE LICENCE

3.1 The participant has under this Agreement a non-exclusive, non-transferable licence to use the Training Materials in conjunction with the attendance of the Training Course, as well as a reference tool for the duration of the Agreement provided that only the participant may make such use of them (the “Licence”).

3.2 Except as expressly set out in these terms and conditions the participant undertakes:

•not to copy the Training Materials except where such copying is incidental or necessary for the purposes of completing the relevant Training Course;

•not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials;

•not to alter, or modify, the whole or any part of the Training Materials, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;

•to include the copyright notice of the Training Provider on all entire and partial copies the participant may make of the Training Materials on any medium;

•not to provide or otherwise make available the Training Materials in whole or in part, in any form to any person without prior written consent from the Training Provider.

4. CANCELLATION OF TRAINING COURSES

The Training Provider reserves the right to cancel a Training Course at any time, without incurring any additional liability to any participant. In such circumstances, the Training Provider will offer alternative dates, a full refund or a credit note.

5. CONFIDENTIALITY

5.1 With regard to any information of a confidential nature provided by the Training Provider to a participant during a Training Course the participant shall not disclose the same save as outlined below.

5.2 The participant shall notify the Training Provider immediately if it becomes aware of any disclosure in breach of the obligations in this clause 5. At the request of the Training Provider, the participant will take all such steps as are necessary to prevent further disclosure.

5.3 The participant shall be entitled to disclose information which is in the public domain at the time that it is provided to the participant by the Training Provider and/or where the participant is instructed to do so by a recognised governmental agency.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The participant acknowledges that all worldwide intellectual property rights in the Training Materials belong to the Training Provider and/or, where applicable, relevant third parties, and that rights in the Training Materials are licensed (not sold) to the participant for the participant’s use pursuant to this Agreement and that the participant has no rights in, or to, the Training Materials other than to use them in accordance with the terms of this Agreement.

7. LIABILITY

7.1 The Training Provider does not represent or warrant that the participant will not suffer from any injury in any exercise during the Training Course and to the maximum extent legally permitted and subject to the following paragraph, the Training Provider excludes all representations, warranties, undertakings and guarantees connected with the delivery of the Training Course.

7.2 Nothing in this Agreement shall exclude or in any way limit the Training Provider’s liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law. Subject to this the Training Provider will not be liable to the participant in respect of any:

•personal injury (including without limitation serious injury or death) that the participant may suffer or sustain directly or indirectly as a result of attending the Training Course which is not caused by the Training Provider’s negligence, nor will the Training Provider be liable to the participant in respect of any other losses arising as a result of any such personal injury.

•of the participant’s personal property that is lost, stolen or damaged before, during or after Training Course sessions.

•losses arising out of any event or events beyond the Training Provider’s reasonable control (e.g. by virtue of force majeure).

•business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

•special, indirect or consequential loss or damage.

7.3 Subject to what is provided above, the Training Provider’s maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall not exceed £100,000 unless and to the extent that the total sum paid on behalf of or to the Training Provider by its insurers in settlement or satisfaction of the participant’s claims under this Agreement is greater.

7.4 The participant agrees to indemnify and hold harmless the Training Provider against all costs or losses suffered or incurred by the Training Provider due to claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions against or incurred by the Training Provider arising out of or relating to any alleged harm, loss or damage caused to the Training Provider, those connected with the delivery of the Training Course, another participant, property used by any of the above or the premises at which the Training Course takes place, where the same is occasioned to the Training Provider as a result of the participant’s negligence or wilful default.

8. TERMS OF PAYMENT

8.1 The participant shall make payment for the Training Course within 14 days from date of invoice or immediately if the Training Course is booked within 14 days of its commencement.

8.2 If any information the participant has given proves to be incorrect, which has resulted in an incorrect fee for the Training Course the Training Provider reserves the right to adjust the fee (upwards or downwards) as appropriate.

9. TERMINATION

9.1 The Training Provider may terminate this Agreement immediately by written notice if:

•the participant commits a material or persistent breach of this Agreement which the participant fails to remedy (if remediable) within 14 days after the service of written notice; or

•the participant is late on payment in accordance with clause 8; or

9.2 Upon termination for any reason:

•all rights granted to the participant under this Agreement shall cease;

•the participant must cease all activities authorised by this Agreement;

•the participant must immediately pay to the Training Provider any sums due; and

•the participant must immediately delete or remove the Training Materials from all computer equipment in his/her possession, and immediately destroy or return to the Training Provider (at the Training Provider’s option) all copies of the Training Materials then in his/her possession, custody or control and, in the case of destruction, certify to the Training Provider that this has been done.

10. TRANSFER OF RIGHTS AND OBLIGATIONS

10.1 This Agreement is binding on the participant and the Training Provider, and on the Training Provider’s respective successors and assigns.

10.2 The participant may not transfer, assign, charge or otherwise dispose of this Agreement, or any of his/her rights or obligations arising under it, without our prior written consent.

10.3 The Training Provider may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of the Training Provider’s rights or obligations arising under it, at any time during the term of the Agreement.

11. EVENTS OUTSIDE OUR CONTROL

11.1 The Training Provider will not be liable or responsible for any failure to perform, or delay in performance of, any of the Training Provider’s obligations caused by any act, event, non-happening, omission or accident outside the Training Provider’s reasonable control (“Force Majeure Event”).

11.2 The Training Provider’s performance is deemed to be suspended for the period that the Force Majeure Event continues, and the Training Provider will have an extension of time for performance for the duration of that period.

12. WAIVER

12.1 If the Training Provider fails at any time during the term of this Agreement, to insist upon strict performance of any of the participant’s obligations, or if the Training Provider fails to exercise any of its rights or remedies, this shall not constitute a waiver of such rights or remedies and shall not relieve the participant from compliance with such obligations.

12.2 A waiver by the Training Provider of any default shall not constitute a waiver of any subsequent default.

No waiver by the Training Provider of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the participant in writing by email.

13. GENERAL

13.1 Any notice shall be in writing by email.

13.2 If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected thereby.

13.3 Any complaint shall be dealt with further to the complaints procedure in this Agreement with final recourse to mediation.

14. DISTANCE SELLING REGULATIONS

The provisions of Regulation 13(1) of The Consumer Protection (Distance Selling) Regulations 2000 (“the Regulations”) shall apply once the participant has with the consent of the Training Provider commenced downloading any electronic version of the Training Materials with the consequence that the participant will not be able to cancel this Agreement under Regulation 10 of the Regulations.

15. ENTIRE AGREEMENT

15.1 These terms and any document expressly referred to in them represent the entire agreement between the parties in relation to the purchase of Training Course, Training Materials and supersede any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

15.2 Each party acknowledges that, in entering into these terms, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations prior to entering into these terms, except as expressly stated in these terms and conditions.

15.3 Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of entering into these terms (unless such untrue statement was made fraudulently) and the other party’s only remedy shall be for breach of contract as provided in these terms and conditions.

16. VARIATION

The Training Provider has the right to revise and amend these terms and conditions from time to time.

Sept 2022