

Terms and Conditions

This Agreement outlines the Terms and Conditions between Trainee Instructors and Certified/Licensed Instructors of Movement Improvement; Flow Movement Meditation and/or Mmmove and Movement Improvement (MI), the Company. This document is a legally binding agreement effective from the date of booking of the training course.

Intellectual Property

Movement Improvement has agreed conditional access to Movement Improvement's Intellectual Property, to licensed Movement Improvement instructors:

- The Instructor agrees not to use, display, or reproduce any of Movement Improvement's Trademarks, (logo, slogans, etc) or any other Trademarks or Copyrights in connection with Flow Movement Meditation and/or Mmmove without obtaining consent from Movement Improvement Head Office.
- The Instructor agrees not to reproduce or create derivative or similar works based on Movement Improvement's Flow Movement Meditation, mindful movement to release restrictions, or the techniques contained in Mmmove, or either format without the prior written permission of Movement Improvement.

Movement Improvement & Karen Joanne Elliott are the exclusive owners of the Intellectual Property aligned to the Company and the Training system, including Trademarks, training paraphernalia, Instructional DVD's, Student Manuals, choreography, logos and designs.

All Movement Improvement on-line manuals and media issued to you should not be copied or distributed to persons not certified as Movement Improvement instructors. All breaches of this stipulation will result in loss of Movement Improvement Instructor status and revocation of the certificate to teach Movement Improvement concepts.

Pre-requisites

All persons attending Movement Improvement courses or workshops must be qualified to Level 2 Fitness Instructor, Group Exercise Instructor, or (for FlowMM) Exercise to Music, as a minimum.

You must be at least 18 years old to undertake training with Movement Improvement.

Booking

All communication will be delivered to the email address you provide on your booking form. You will need to provide copies of all relevant qualification certificates.

In the unlikely event that Movement Improvement needs to make changes to the training day, this will be communicated via email and it is your responsibility to ensure that you check your mail regularly for any updates.

It is your responsibility to contact us at the earliest opportunity if you do not receive the relevant information as detailed below.

You will receive an acceptance email detailing how to pay for your course.

All course places are subject to availability and are offered on a first-come first-served basis. Your place is only confirmed once you receive an email confirmation containing receipt of purchase. Movement Improvement are not responsible if a delay in transfer of your funds means that there is no longer a place available for you on a particular course.

You will be emailed a Student Log-In for the online theory study approximately 4 weeks before your Course Attendance days.

You have 14 days from the date of booking your course in which to cancel without penalty should you wish to do so. Please see Cancellation or Transfer Section for any cancellations after this time. If you are an individual wishing to cancel within the first 14 days of booking, your email or letter must be received within this time to qualify.

If your Course date is within 14 days of the date your booking is made, your legal right to cancel this agreement under the Consumer Contracts Regulations 2013 will not apply.

If you are business and we have organised in-house training for you, then all payments for Course Fees are due within 30 days of invoice. Once payment has been made there will be no refund for in-house training arrangements. Essential changes to in-house training will be considered and implemented whenever possible. All costs incurred in changing these arrangements will be covered by the business booking the training. Payments for costs incurred in altering courses are due within 30 days of invoice, or immediately if the course date is within 30 days.

Training Bursary

If you are an individual applying for a training bursary via Exercise Move Dance UK (EMD), it is your responsibility to complete the application directly with EMD within the given time frame.

You must pay Movement Improvement the full amount for the training course.

If your application for the training bursary is successful, you will be reimbursed directly from EMD. Any queries regarding this must be directed to EMD.

Movement Improvement takes no responsibility for unsuccessful applications for training bursary and will not offer refunds on courses where applications have been unsuccessful. If you are in any doubt about whether you can afford the training course without the bursary, please check that you are eligible before applying and purchasing training from Movement Improvement.

Assessment

On the first day of the face to face days you will have the theory assessment. You will need to obtain a minimum of 85% correct in order to pass the theory assessment.

In addition to passing the theory, you must complete a practical assessment fulfilling all the criteria outlined in the Assessment Observation Checklist. A video of you teaching a class must be submitted within one month of your course attendance. You must be clearly visible and audible throughout the video; with a minimum of six participants.

In order to become a licensed Movement Improvement instructor, you must pass both assessments and purchase the relevant MI concept licence. You cannot teach MI concepts without a licence.

Re-assessment fees are non-refundable and non-transferable.

Re-assessment fee for Practical is £30.

Re-assessment fee for Theory is £30.

There may be the opportunity to re-take your Theory assessment at the end of the Practical Days. There will be no additional charge if this is the case. However, it is likely that this

will not be the case due to amount of work covered on the Course. If you need to reapply for the Theory you will need to attend this section at the next Movement Improvement course. You will not be qualified until you have passed both assessments.

Your Responsibilities

You must complete the online theory study prior to the course attendance days. It is your responsibility to commit the requisite level of time and effort to your studies to enable you to achieve success in the assessments.

If you are struggling with any aspect of the online theory learning, you must contact Movement Improvement straight away. Any issues will not be taken into account if they are only brought to our attention on the course attendance days. If you contact us before the course days, we will do our best to assist you.

As the theory learning is only available online, it is your responsibility to ensure that you have access to a reliable internet service. Please check this before purchasing the training course.

You are responsible for submitting your Practical Assessment within the given time frame. Late or missing Assessments will be deemed as 'Referred' and you will be given a re-assessment date and charged the appropriate fee.

It is your responsibility to ensure that all of the assessments and assignments you undertake are entirely your own work. Any proven incidences of plagiarism or malpractice within any assessment may result in further re-assessment charges being levied, the re-completion of all course assignments or your removal from the Course. In the event that you are removed from the Course, you will not be entitled to a refund of any monies paid. We will also disclose such malpractice to our partner organisation EMD.

The Instructor acknowledges that it is their professional responsibility to have secured adequate public teacher liability insurance cover.

The Instructor acknowledges an understanding for the requirement of valid Public Performance Licence within the UK either held by them, their employer or the landlord.

All licensed Movement Improvement instructors intending to teach Movement Improvement class concepts for Leisure centres, Gyms, Health clubs, Schools or any other institution where they are paid directly by the said institution must agree with the management of that institution that they can conduct classes under the Movement Improvement class concept names.

All licensed Movement Improvement instructors must use Movement Improvement promotional material, namely logo to promote classes at their respective venues i.e. health clubs, gyms, halls etc.

The relevant Movement Improvement class logo must appear in its original format on all class promotional material.

Flow Movement Meditation and Mmmove are registered trademarks of Movement Improvement. Any use of the said trademarks and logo outside of the conditions outlined above must be sanctioned by Movement Improvement. Furthermore anyone who teaches Movement Improvement without current certification and a valid Licence, would be breaching this contract and would be in contravention of trademark and copyright laws.

The Instructor acknowledges that Movement Improvement has a legitimate right to all of the Intellectual Property including, without limitation, the structure of the class, the choreography, the training courses, the logo, the slogans and the student manuals.

The Instructor hereby undertakes not to conduct Movement Improvement Class Concepts or any other derivative while the Instructor is not qualified and licensed to do so.

It is your responsibility as a MI Instructor to ensure that your Licence fee is paid promptly.

MI Instructors must attend at least one MI Workshop per year as a requirement of the MI Class Concept Licence.

You will not teach any Movement Improvement classes that do not follow the overall principles, structure, music (where provided) and choreography provided by Movement Improvement.

As a Movement Improvement instructor, you represent the Movement Improvement brand. You agree to act in a legal, professional, non-detrimental, non-disruptive, and appropriate manner at all times. You must not act in any lewd, sexist, racist, discriminatory, illegal, or other inappropriate or offensive manner, or in any manner that diminishes the value of the Movement Improvement brand.

You may not use any material you receive in connection with the Instructor Course or subsequent Instructor updates, whether online, hard copy or in training workshops, in connection with any fitness instruction other than the instruction you provide as a Movement Improvement Instructor.

While Movement Improvement welcomes constructive input and suggestions, you must not make negative comments and remarks in any forum (oral, online, written, or while providing instruction or training) about the Movement Improvement brand.

Our Responsibilities

We treat all of our Students and Instructors with consideration and respect.

In addition to these Terms and Conditions, we will do our best to always communicate in a clear and open fashion.

We always aim to provide an enjoyable learning experience.

We will respond to all queries and concerns within a reasonable time frame.

You will be given feedback during the course days, and on both assessments.

If you are unsuccessful on your practical you will be given a breakdown of points to work on, in order to help you succeed on your next assessment.

Upon successful completion of your assessments, and purchase of a Licence, we will issue you with a Certificate as a Licensed Movement Improvement Instructor.

Once we have your class details we will add you to our 'Find An Instructor' section on the official Movement Improvement website, and maintain this listing for as long as you are licensed to teach MI concepts.

Any personal information or data supplied by you in your Application will only be used to fulfil our obligations under the terms of this Agreement.

We will take all reasonable precautions to preserve the security and integrity of any information or data you supply to us to prevent any corruption, loss, damage, destruction or breach.

Cancellation or Transfer

You cannot transfer your course place to another person.

You may request a transfer onto a future course date, subject to availability and a £30 admin charge; as long as this is arranged before your Online Student Log-In is allocated.

If you transfer within the first 14 days of booking, you may transfer without charge. You can do this by contacting us at ki@movement-improvement.com.

Once your Student Log-In has been allocated a transfer will not be permitted.

A minimum of 8 weeks' notice prior to the course start date is required to cancel. If you wish to cancel your place, please contact us at kj@movement-improvement.com. You will be offered a full refund minus a £30 administration fee. Courses booked within the 8 week notice period will not be applicable for this refund option.

No refund will be given once your Online Student Log-In has been allocated.

Courses that do not meet minimum attendance levels will be rescheduled.

In the unlikely circumstance that Movement Improvement need to cancel a course giving less than 14 days' notice, an alternative course date will be offered. If you are unable to attend an alternative date, a full refund will be given.

We shall not to the extent permitted by law be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, loss of anticipated savings, loss of data or waste of time).

Movement Improvement are not liable for refund of course fees where the cause of the cancellation is completely beyond our control. Such circumstances may include, but are not limited to; severe weather, fire, strike, industrial action or civil disturbance.

No refund will be given if you fail to attend the course.

Licence

All qualified Movement Improvement Instructors must pay an annual Licence fee of £100. This fee is payable in advance. The fee may be paid in monthly instalments at the slightly higher cost of £9.99 per month. This Licence is for use of the Intellectual Property; and resources provided online. The fee is effective immediately following Movement Improvement course qualification.

This licence also provides instructors with the necessary teaching materials, support and guidance in order to build a collective teaching experience, and maintain the MI ethos.

Failure to register or re-register for a licence before teaching Movement Improvement concepts will nullify the Instructors eligibility to teach Movement Improvement concepts.

All enquiries for Movement Improvement demonstrations, appearances, presentations or performances by any individual, company or group must be directed to Movement

Improvement at kj@movement-improvement.com. You will not be licenced to perform any demonstrations, appearances, presentations or performances.

All certified Movement Improvement instructors are obligated to attend one Movement Improvement workshop or training event each year. This stipulation is to quality control the delivery of the class formats. Failure to comply with these requirements will result in removal of Movement Improvement Instructor status.

All certified Movement Improvement instructors are expected to update MI Head Office of all classes undertaken to ensure a complete Movement Improvement national register is maintained.

Once the Movement Improvement Instructor no longer holds a valid licence, they must immediately cease and desist from use of the Movement Improvement Class Concepts. Continued use of the Movement Improvement Intellectual Property may result in civil action being brought against the offending individual.

In the case of Instructors who pay the licence fee in instalments over the year; non-payment for any month will cancel the licence and the Instructors right to teach MI concepts. This will come into immediate effect as soon as a payment is missed. If the instructor wishes to re-instate their licence they will have to pay the remainder of the year in order to re-instate their licence. In the time that the Licence is not active, they must not teach any MI concepts.

Instructors who do not teach their MI concept for a year, or who miss their MI Annual Workshop will no longer be Licenced to teach. MI Instructors wishing to reinstate themselves after this so that they can teach MI concepts will need to contact MI Head Office.

You may not sub-licence, rent, transfer or otherwise allow any third party to use your rights under this agreement, including your Movement Improvement Instructor status, class content and advertising materials.

Your Movement Improvement Instructor status may be revoked or terminated immediately by us in the event that you breach any term, condition, or provision of this Agreement. Upon termination or revocation, you must immediately cease all Movement Improvement instructor and promotional activities.