



mbodies  
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These terms and conditions of Application and booking ("Application terms") are the basis of the contract (the "Contract") between Mbodies Training Academy ("Mbodies"/"us"/"we"/"our") and you (A customer enrolling on a course).

These Application Terms are made available to all customers who request them and fall in line with common practice in the UK Instructor Training market.

### APPLICATION OF THESE TERMS

1. The completed Enrolment Form and payment of the course fee (as detailed below) is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.
2. These Application Terms shall become binding on you and us when we issue you with written confirmation in the form of a receipted invoice that you are enrolled on your chosen course at which point a Contract shall come into existence between us.
3. We have the right to revise and amend these Application Terms from time to time. you will be subject to our policies and procedures in force at the time that you enrol on a course with us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to courses you have enrolled upon but have not yet started.
4. If you do not provide us with the requisite information, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may make an additional administration charge of a reasonable sum to cover any extra work that is required.

### APPLICATION, ENROLMENT AND PAYMENT

5. Applications for courses must be made on the official Enrolment Form or via our online event application program (managed on our behalf by Constant Contact). The completed Enrolment Form obliges you to attend and pay for the course(s) as detailed in the online event page for that course. Please refer to our current price list for course fee and deposit details.
6. The Enrolment Form will only be accepted with payment of either the full fee as an integral part of the booking process or by a follow up payment over the telephone. By agreement on courses with a value over £1000 or by agreement on an individual basis we may agree to a 25% deposit payment and then a payment plan. Please note that whether paying in full or by 25% deposit and payment plan there is deemed to be a 25% deposit to any payment made which is not refundable in any circumstances. Likewise any payments made above and beyond the 25% deposit are not refundable within one calendar month of the course start date, regardless of whether the month in question has 28 days, 29 days (leap year), 30 days or 31 days.. For Clarification a course commencing on 1<sup>st</sup> February will receive no refund of any fees if cancellation in writing is advised after Midnight on 31<sup>st</sup> December or a course commencing on 15<sup>th</sup> March is advised after Midnight on 14<sup>th</sup> February.
7. If your course requires you to have a prerequisite of a particular qualification, you are by default accepting that you have this qualification when submitting your Enrolment Form and should this later be found not to be the case refunds on monies paid at time of booking will not be refunded.
8. Subject to clause 9, the balance of course fees (i.e. the total fee(s) less the deposit previously paid) is due no later than one calendar month before the course starts. If the balance is not paid by this date, we reserve the right to suspend access to online accounts and/or treat the course as being cancelled and offer the place to another student.
9. All course bookings are subject to availability.
10. Where bookings are made for a number of modules and each module is itself a qualification in its own right the terms and conditions outlined in this document will apply to each individual module with their relevant start dates. However where bookings are made for a number of modules where the individual modules hold no stand alone qualification but the completion of all modules is required to attain an overall

#### Mbodies Training Academy Limited

Registered Office 20 Nash Lane, Freeland, Witney, Oxfordshire OX29 8HS

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qualification then the start date of the first module will be deemed to be the start date of all subsequent modules for the sake of assessing applications for refunds due to cancellation.

11. If you are unavailable when course materials are delivered to the address provided by you and they are not collected from the local depot an additional distribution fee may be charged if we are required to take receipt of, collect and/or redeliver the materials.

12. Mbodies stated course fees include any delivery charges we incur to send course materials to a UK mainland address. Please note if your course materials have to be delivered to a non UK address, you accept liability for the delivery charge we will incur. Please contact our Customer Service Team on [+44 \(0\) 1865 522292](tel:+44201865522292) to check the relevant delivery charge for your course materials.

## LATE PAYMENTS

13. Where payments are made by agreed instalments and those instalments have not been paid up to date, we reserve the right to withhold the release of examination results and/or delay the marking of course work until outstanding sums are paid. We reserve the right to charge interest on late payments at a rate of 5% above the base rate from time to time of HSBC Bank (or other UK clearing bank) as may be notified to you accruing on a daily basis until payment is made. We additionally reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

## CHANGES AND CANCELLATIONS BY YOU

14. Mbodies understand that occasionally, due to unforeseen circumstances, applicants may need to alter or cancel their arrangements. We will always attempt to be reasonable however wish you to understand that fairness and consistency is at the heart of our decision making and therefore we make reference to these application terms when seeking to accommodate the changes that you have advised us. Please do not expect us to make a specific change to these conditions for your special case if by doing so we are likely to upset other customers who in the past or in the future might discover that you were treated differently than they were in resolving a similar request for cancellation or alteration or a course application. Where you are requesting a postponement of your application to a later course there may be a delay in confirming the enrolling on the later course until one calendar month before it commences. To request an alteration or to cancel your course booking you must send a letter of cancellation, together with an alternative booking to our Head Office at PO Box 433, Witney, Oxfordshire or email [info@mbodiesacademy.com](mailto:info@mbodiesacademy.com).

**Any alterations and/or cancellations are at our discretion and are subject to an administration fees , as outlined below.**

15. Provided your request is received by us within the timeframe specified above then:

15.1 where you wish to transfer to an alternative course and we can accommodate your request then any fees paid, including the deposit, will be transferred to the alternative course subject to the administration fee outlined in clause 17 or

15.2 where you wish to cancel your course booking but do not wish to enrol on an alternative course, we will refund you the balance of the fees paid, less the deposit or 25% of the course fees whichever is the smaller.

16. No refund will be given for changes or cancellations made with less than one calendar months notice (as clarified in Clause 6) and under no circumstances can the deposit be refunded.

17. The following administration charges will apply to all cancellations leading to a transfer to an alternative course:

Courses being undertaken in a single module £25.00; and/or

Courses being undertaken in multiple modules £35.00

17.3 failure to attend or cancellation of an exam (all courses) will be liable to an administration fee of £25.00.

17.4 changes to course/workshop attendances will be liable to administration fee, details will be confirmed to you when requesting the change.

18. In cases where a refund of fees is due, this will be returned to you either by cheque or a direct refund on to the credit/debit card used as the original method of payment. The administration fee will be deducted from the amount refunded. We will aim to make this payment within one calendar month of your notifying us of the cancellation. If you wish to transfer courses more than once, we reserve the right to charge an administration fee in respect of each individual transfer and/or alteration.

19. We reserve the right to make additional charges on cancellation to cover costs incurred by us in respect of course materials, online learning registrations and/or tutor time. You will be notified of any charges that may be applicable on cancellation.

20. Where you have paid for your course by PayPal or via PayPal we reserve the right to add Paypal's initial fees to us when initially taking your payment to any deposit or administration fees being withheld or charged when cancelling your course.

#### **CHANGES AND CANCELLATIONS BY US**

21. If circumstances arise that are beyond our control, it may be necessary from time to time to change/cancel course dates, content, venues and prices from those published. Whilst we will make every effort to transfer your booking to the next available course at your preferred venue, it should be noted that we will not be held liable for any costs/losses incurred as a result of any such changes. If we are no longer able to provide your course, we will ask you to return any course materials to us (at our expense) and refund to you any fees paid to date when we receive the materials.

22. We reserve the right to remove from any course, students that fail to comply with its prerequisites, standard practices and procedures. We reserve the right to refuse enrolments and/or suggest alternative arrangements if we believe that it will not be in our best interests of other participants and/or the individual concerned to attend one of our courses.

#### **LIABILITY**

23.1. We will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption. This does not affect your statutory rights.

23.2 Subject to clause 23.3, in any event, our liability to you in respect of any claim made will not exceed the course fee paid by you.

23.3 Nothing in clauses 23.1 and 23.2 limits or excludes in any way our liability for: death or personal injury caused by our negligence; or fraud or fraudulent misrepresentation; or any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Services and Services Act 1982; or losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

#### **INTELLECTUAL PROPERTY**

24. "Mbodies" and "The Pink Ribbon Program" "Carolyn Anthony" "Rebekah Rotstein" "Pilates for Buff Bones" "CoreFitnessRoller" and other brands associated with our training courses and workshops are all trademarks. You do not have any right to use these marks unless we specifically consent to you doing so as a result in completing and certifying in the course taken.

25. All written materials supplied by Mbodies to you shall belong to Mbodies until payment in full has been received.

26. If we provide you access to any online materials, you acknowledge that such access is granted to you solely as a licensee. This licence will terminate on completion of your course or cancellation, whichever is the earlier.

27. All course materials and on line materials are provided solely for your personal use in connection with your course. You may not copy, reproduce or modify any such materials, nor permit any third party access to them.

#### **DATA PROTECTION**

28. Data collected from you will be used to administer the course or to inform you about similar services which we and our partners 'The Mad-Group provide, unless you tell us that you do not want to receive this information. Subject to clause 31, we will not pass your data to third parties. You agree to comply with the provisions of our privacy policy which can be found on our website and in our student handbook.

29. Where you have opted to pay for the course via our instalment option you acknowledge and agree that we may pass your details to credit reference agencies and make a credit reference agency search to determine your suitability and ability to pay by instalment.

#### **PHOTOGRAPHS & MOVING IMAGES TAKEN ON COURSES AND WORKSHOPS**

30. It is normal practice for Mbodies and its staff to take photographs and other still or moving images on a course for use either for quality control, staff training. At the start of each course you will be asked to advise if you give your permission for the use of this footage outside of the company for other purposes such as or

for posting images to company social marketing or websites to promote Mbodies courses and activities. Unless you make it clear to the company on the course that you are not prepared for any images in which your face could be recognised to be used for such purposes we will not be held responsible for any distress which using such images may cause you – however we will immediately remove any such specified images from any electronic media accessible by Mbodies on your written request.

#### **EVENTS OUTSIDE OUR CONTROL**

31. A party shall not be in breach of this agreement, nor liable for any failure or delay in performance of its obligations under this agreement to the extent that such delay or non-performance is due to circumstances beyond that party's reasonable control.

#### **MISCELLANEOUS**

32. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

33. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

34. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

35. These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

36. Please note our online resources and materials requires a minimum broadband speed of 512kb per second. We do however recommend a faster speed.

These Terms and Conditions were altered on 1<sup>st</sup> April 2012 and supersede any terms and Mbodies Training Academy Application terms which predate 1<sup>st</sup> April 2012.