



Training Contract

TERMS & CONDITIONS OF:

STUDENT ATTENDANCE

1. This contract is for

- a. All academy members, training attendees & past students

2. OBLIGATIONS

2.1 The Contour Club ensures that the Trainee/Therapist: -

- a. Is taught the vocational competence necessary for achieving the training objective and meeting the required professional standard.
- b. Receives the necessary training materials and literature.

2.2 The Contour Club ensures to obtain and maintain the required certification for the course(s)

3. THE TRAINEE/THERAPIST'S OBLIGATIONS (COURSE APPLICABLE)

3.1 The Trainee will be required to attend all days of the course.

3.2 The Trainee will complete the necessary case studies at the end of the course, until then they are not qualified.

3.3 Trainees who need a refresher course are able to do so no sooner than 6 months after their course completion. A fee will be required to attend.

3.4 The Trainee/Therapist is responsible for booking their own accommodation and travel.

3.5 Before a Trainee/Therapist can practice they will require their own Public Liability Insurance.

3.6 The Therapist may be re-assessed by The Contour Club at regular intervals, see 5.6 for details.

3.7 The Trainee/Therapist shall not be permitted to train anyone else in the techniques and methods learned on the course.

3.8 After completing the Review and being awarded a certificate the Trainee/Therapist may use the letters 'Contour Club Certified' after their name provided the Trainee/Therapist continues to attend the relevant re-assessments outlined in 5.6.

3.9 The Trainee/Therapist shall always act in the best interests of The Contour Club.

4. The Contour Club's OBLIGATIONS (COURSE APPLICABLE)

4.1 The Trainee/Therapist agrees that all Intellectual Property owned by or licensed to The Contour Club (including The Contour Club's name and the names of its products, its methods, knowledge, and intelligence, all works, items, information, or materials including but not limited to the Training Materials) remains the sole property of The Contour Club and must not be used by the Trainee/Therapist without The Contour Club's prior written consent or authority other than for self-teaching.

4.2 The parties agree that there is no transfer of Intellectual Property Rights (including but not limited to rights in relation to any Intellectual Property, improvements or other intellectual property owned by or licensed to The Contour Club) from The Contour Club to the Trainee/Therapist pursuant to this agreement.

4.3 The Trainee/Therapist must at any time if so required by The Contour Club, surrender all Intellectual Property, improvements, other intellectual property and all other original or copy documents in its possession, custody or control belonging to The Contour Club (including but not limited to hard copy, magnetic and electronic copies)

4.4 The Trainee/Therapist agrees that they must immediately notify The Contour Club of any infringement or threatened infringement of The Contour Club's Intellectual Property Rights and must provide all assistance to enable The Contour Club to protect or otherwise enforce its Intellectual Property Rights against Clients or third parties.

4.5 The Trainee/Therapist agrees that it shall not disseminate, publish, or otherwise circulate any Intellectual Property, improvements or other Intellectual Property belonging to The Contour Club including works, items, information, or materials of whatever nature (including but not limited to the Training Materials) or copies thereof:

a. Without The Contour Club's prior written consent

b. In any way which would be likely (in The Contour Club's opinion) to result in them coming into the possession of The Contour Club's competitors; or

i. In any way which would be likely (in The Contour Club's opinion) to mislead, deceive or adversely affect The Contour Club's business or reputation.

ii. In any way that may constitute training

c. The Trainee / Therapist is not permitted to record audio or video of lectures and clinical sessions without prior written agreement by The Contour Club. This includes photographs, screen capturing or recording of training in any nature.

5. FEES, COMPULSORY REVIEWS (COURSE APPLICABLE)

5.1 A non-refundable deposit is required as a reservation fee.

5.2 Full payment is required if the course is within 2 weeks' of application.

5.3 A cancellation fee of £400 will be retained if cancellation arises within 2 weeks prior to the course start date.

5.4 Course fee may be transferred into another name or used for a later course (retention fee of £500 is still payable if less than 2 weeks' prior)

5.5 Upon completion of the course The Contour Club Trainee/Therapist will receive one Certificate of Practice from The Contour Club. If lost this can be replaced at a cost of £20.

a. The Contour Club Registration Certificate indicates:

i. Therapist name

ii. Course type

iii. Completion date

b. It is recommended that The Contour Club Certificate of Practice should be displayed in the Therapist's place of practice.

5.6 It is your responsibility as an The Contour Club Therapist to attend mandatory Recertification Courses which will provide a complete treatment review, an update on techniques, latest research, and an opportunity to meet other therapists. This requirement is at the discretion of The Contour Club Ltd.

6. LIMITATION

7.1 Any claim that is brought against The Contour Club shall not exceed the value of the course fee.

7. CANCELLATION

8.1 The Contour Club reserves the right to cancel any session. In such an event, the session will be rearranged to a time convenient to The Contour Club and communicated to trainees.

8. DISCONTINUATION OF A COURSE

9.1 Due to continued quality and improvements The Contour Club reserves the right to remove a course at any time, however in the event this does take place, all attendees will be notified well in advance and will where possible be offered an alternative course or refunded.

9. PHOTO RELEASE

10.1 By participating in this Contour Club Training Course, you are giving your consent to have your image and/or voice recorded for use by The Contour Club for future publications, productions, and/or promotional and advertising purposes without compensation. Your full name will not be used in connection with these images or recordings for advertising purposes without your consent. This material will be owned by The Contour Club.

10. PRIVACY

11.1 The General Data Protection Regulation (GDPR) seeks to protect and enhance the rights of data subjects. These rights cover the safeguarding of personal data, protection against the unlawful processing of personal data and the unrestricted movement of personal data within the EU. It should be noted that GDPR does not apply to information already in the public domain. The Contour Club LTD is pleased to provide our Privacy Notice which can be found on our website - NEED WEBSITE.

11. DECLARATIONS OF INTEREST

12.1 As part of the ongoing governance within The Contour Club, upon signing this contract you will adhere to the following statement:

I hereby declare that:

- a. I have no monetary or other personal interest, direct or indirect, in any matter that raises or may raise as a conflict with my duties as a Trainee of The Contour Club LTD.
- b. The particulars of such matter are stated within my learner application however, I will also acknowledge that I shall make another declaration to state any change in any matter contained in this declaration within one month after the change occurs and shall provide further information on the particulars contained in this declaration, if so required, to The Contour Club LTD.

12. DEFINITIONS

Client means a client of The Contour Club's Business.

Confidential Information means any information of a private, confidential, or secret nature concerning the Business or affairs of The Contour Club or of any Client or other person having dealings with The Contour Club and which comes to the Therapist's knowledge during the course or in connection with the provision of the Services.

Fees means the fees required to be paid to The Contour Club by the Therapist for the provision of training

Intellectual Property means all copyright (including future copyright and rights in or analogous to copyright), moral rights, inventions (including patents), trademarks, service marks, business and domain names, designs, know-how, systems, methods, trade secrets, (whether now existing, and whether or not registered or registrable), belonging to The Contour Club.

Intellectual Property Rights means all intellectual and industrial property rights of The Contour Club throughout the world including rights in respect of or in connection with any Intellectual Property, improvements, other intellectual property, or any Confidential Information and includes any right to apply for the registration of such rights and all renewals and extensions

Therapist means the trained The Contour Club Ltd individual.

Trainee means the person who is being trained by The Contour Club Ltd.

Trainer/Assessor means the person contracted by The Contour Club to train and assess Therapists on behalf of The Contour Club.

Training Materials means all training aids, course outlines or other documentation or materials owned by The Contour Club and provided to the Therapist for the purpose of providing training and endorsement.

13. GOVERNING LAW

This agreement is governed by and shall be construed in accordance with the laws of England and the conditions of The Contour Club Trainee/Therapist Agreement.

14. I AGREE TO THE ABOVE TERMS.

SIGN HERE :

THE
-CONTOUR-
CLUB