

## Standard Terms and Conditions

### 1 Limitation of Liability

#### YOUR ATTENTION IS DRAWN TO THIS CONDITION:

- 1.1 **Elphinston Performance Ltd (EP's) maximum total liability under or arising out of or in connection with the course and / or these terms and conditions will not exceed the amount of the course fees payable by you.**
- 1.2 EP will not be liable for any special, indirect, incidental or consequential damage or loss or damage suffered or incurred by you or any other person except.
- 1.3 **By proceeding to book a course you acknowledge and agree that the limitations of liability referred to above are fair and reasonable, reflected in the level of the course fees and are just and equitable having full regard to the extent of EP's responsibility for any loss or damage suffered.**
- 1.4 **Save as required by law EP disclaims and you waive all other warranties, express or implied, with respect to the course, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy or claim in tort.**
- 1.5 Nothing in these terms and conditions excludes or limits EP's liability:-
  - 1.5.1 for death or personal injury caused by EP's negligence; or
  - 1.5.2 for any matter which it would be illegal for EP to exclude or attempt to exclude EP's liability; or
  - 1.5.3 for fraud or fraudulent misrepresentation.

### 2 **Third Parties** - EP works with a number of third parties and cannot be held liable for any damages, losses or inconveniences resulting from their acts or omissions.

### 3 **Your Responsibilities**

- 3.1 You accept that these courses involve a practical and / or physical element which if applied inappropriately or contrary to the tutor's instructions may result in injury or discomfort. You take personal responsibility for your own actions. EP takes no responsibility for damage, death or injury caused to you or by you as a result of your actions or the application of the methods, content and/or physical elements taught or demonstrated on a course.
- 3.2 It is your sole responsibility to ensure that you:
  - 3.2.1 work within the limits of your own abilities and inform the tutor if you have any injuries, physical conditions or other prior knowledge that is relevant to any activities being performed on a course
  - 3.2.2 take personal responsibility for the risk of injury resulting from performing the movements or utilising any suggested equipment.
  - 3.2.3 discontinue and seek medical advice if you experience any discomfort, distress or other symptoms whilst undertaking any practical and / or physical element of a course;
- 3.3 have professional liability insurance to cover any subsequent application of the course content on third parties.

### 4 **Course Materials and Documentation**

- 4.1 You shall:
  - 4.1.1 only use the materials and documentation provided on or in connection with the course for your own clinical purposes;
  - 4.1.2 acknowledge and appropriately reference Joanne Elphinston Movement Systems as the source of the information, techniques materials and documentation referred to above; and
  - 4.1.3 not commercially exploit the course materials, information and documentation in any way.
- 4.2 The recording of any element of the courses (whether audio, video or otherwise) is not permitted without EP's written permission.