

Standard Terms and Conditions

1 Limitation of Liability

- 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;

- 3.2.4 have professional liability insurance to cover any subsequent application of the course content on third parties.
- 3.2.5 have as part of your professional liability insurance, remedial exercise techniques included within your scope of practice
- 3.3 Attendance of the JEMS workshops does not qualify you as a JEMS Practitioner, and as such you are not permitted to suggest in any written or digital format that you are JEMS trained/qualified without: attending all four parts of the Movement A.R.T. or JEMS® for Health, Fitness and Wellbeing Professionals pathway; achieving certification; and undertaking the required annual CPD. You are very welcome, however, to inform your audience that you have attended JEMS® workshops and list which Parts you have completed e.g. Has completed Levels 1 and 2 of the JEMS Health, Fitness and Wellbeing training pathway; Has completed Parts 1, 2 and 3 of the JEMS Clinical Rehabilitation training pathway.
- 3.4 EP specifies the background, training and qualification pre requisites for each JEMS Course, and you verify that you meet these requirements. EP retains the discretionary right to determine the suitability of applicants for acceptance onto a specific course.

4 Course Materials and Documentation

- 4.1 **Please note that the recording of any element of the course (whether audio, video, mobile phone or otherwise) is not permitted.**
- 4.2 The course may be recorded on video by Elphinston Performance Ltd, and footage may be used in a range of media – both digital and hard copy. In attending the course, we'll assume that you agree for us to do this.
- 4.3 You shall:
 - 4.3.1 only use the materials and documentation provided on or in connection with the course for your own clinical purposes;
 - 4.3.2 acknowledge and appropriately reference Joanne Elphinston Movement Systems (JEMS) and Joanne Elphinston as the source of the information, techniques, materials and documentation referred to above; and
 - 4.3.3 not commercially exploit the course materials, information and documentation in any way;
 - 4.3.4 not share through digital means images or videos of any of the JEMS exercises or techniques without EP's written permission.