

Burlexercise Instructor Training Terms and Conditions

Thank you for choosing our Burlexercise Instructor Training course. By purchasing, enrolling in, or participating in the Burlexercise Instructor Course, you agree to the following terms and conditions. If you do not agree with the terms of this Agreement, please do not purchase, or enrol, or participate in the Burlexercise Instructor Course.

Overview

Subject to this Agreement, by purchasing and enrolling in the Burlexercise Instructor Course, you will receive pre-course learning materials. On the day of the course, you will learn in detail, how to teach Burlexercise classes and will be assessed at the end of the day. Passing the assessment, results in you becoming a Burlexercise Instructor. After the course, you are required to pay the monthly licence fee in order to use the name Burlexercise, promote your classes and teach the content learnt on the course.

Becoming a Burlexercise Instructor

To become a Burlexercise Instructor, you must:
Be at Least 18 Years Old.

Have one of the following pre-requisites:

- a. Level 2 ETM
- b. Level 2 Gym Instructor with a dance qualification
- c. Professional Dance Qualification – Degree, Diploma, Associates

If you do not have the above qualifications but do have other dance/fitness experience or qualifications, we will review these on an individual basis.

Purchase the Burlexercise Instructor Course and enrol in a course date.

You can enrol on the course at 17 Years Old as long as you do not teach your own Burlexercise class unsupervised until you are 18 Years Old.

Attend an Instructor Course and actively participate. You must attend your scheduled course in its entirety, and participate in all sessions throughout the day.

Pass your practical assessment at the end of the course to gain instructor status. If you do not pass this assessment, you will receive a referral which you can submit via video for a small fee.

Pre-course learning Materials

We will provide you with all the materials you need to prepare for your course. Only you personally may use the materials in accordance with this Agreement.

Monthly Licence

After passing your assessment, you must set up a monthly direct debit to pay your licence fee. You may also save money by paying a one-year licence fee up front. This fee allows you to use the Trademarked name Burlexercise for your classes, use the content taught, use the copyrighted choreography supplied, use the Trademarked logo/advertising/marketing materials provided, provides you with updated choreography and playlists and provides assistance with social media.

You must be paying regular 'Direct Debits' or the 'Yearly Payment' to receive the new volumes of choreography. If you choose to freeze your License Fee to take a break from teaching Burlexercise you will not receive the updates whilst your account is frozen and you are not entitled to back-dated updates when you re-join, you will be updated along with the other paying License Fee holders on the correct release date.

When you freeze your License Fee, you will pay a direct debit of £1 per month until you return. If you would like to terminate your agreement with Burlexercise LTD, you must give 30 days' notice

Burlexercise LTD

2 Denehurst Gardens
Hendon
NW4 3QT

Registered in England and Wales No. 09043440
VAT Number 263 2909 96
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before cancelling the Direct Debit payment.

Non-transferable

Your Instructor course is not transferable. No other individual will be allowed to take your place at a Burlexercise Instructor Course.

Rescheduling a Burlexercise Instructor Course

You may reschedule a course, although rescheduling may subject you to additional fees as follows:

You can reschedule without charge if you do so at least fourteen (14) days in advance of your scheduled course date.

Rescheduling less than fourteen (14) days before your course will result in a £25.00 admin fee.

If you do not attend your scheduled course and do not inform Burlexercise in advance, the fee is lost and will have to be repaid in full and rebooked.

Rescheduling of Instructor Courses by Burlexercise

Burlexercise will make every effort to conduct each Instructor Course as scheduled. Burlexercise may postpone, move, or cancel an Instructor Training Workshop in its sole discretion owing to low attendance, or other unforeseen circumstances. If we must change an Instructor Course under this paragraph, we will communicate the change to you and provide rescheduling assistance, but we will not be responsible for any losses or expenses incurred as a result of such change, including without limitation non-refundable travel, accommodations, or any other arrangements resulting in financial expense to you. No rescheduling fee will apply if we change a course date.

The Instructor Course

The Burlexercise Instructor Course is a one day, practical course with an assessment at the end. You may only attend the Instructor Course you have scheduled. You must show identification upon arrival to your scheduled Course. You must show up to the course on time, attend its entirety and pass the assessment to become an instructor and gain credit for the course.

Paying in Instalments

If you have chosen to pay for the Burlexercise Course in monthly instalments you are committed to finishing those instalments in full. Any refund required will be given after the last instalment is paid.

Cancellation Fees and Refunds

You may cancel your Burlexercise Instructor Course at any time, subject to the following fees that will be deducted from your refund:

If you cancel more than 30 days before the scheduled date of your Instructor Course, there is a 5% cancellation fee on the full course amount.

If you cancel 14-30 days before the course, there is a 50% cancellation fee on the full course amount.

If you cancel within 14 days of your course or do not attend your Instructor Course there is no refund without a doctor's note for injury or illness provided.

No refunds will be made after you have attended any part of a Burlexercise Instructor Course.

Re-Assessment Fee

If you do not pass your assessment to become a Burlexercise Instructor on your training day, and therefore are referred, you must submit a video of the assessment criteria within 60 days. The cost of this re-assessment is £30.

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Ownership of Intellectual Property

Acknowledgment. You acknowledge and agree that Burlexercise is the sole owner of all trademarks, logos, designs, and other copyright-protected materials, methods and processes, concepts, ideas, including the Burlexercise Instructor Course and any advertising materials that may be provided to you. You agree to not make any modification to any Burlexercise materials or content.

General Restrictions on Advertising and Other Prohibited Advertising Activity

No Altering Marks or Stylised Writing. You may not alter the form or appearance of any logos, including without limitation, the size, colour, and font.

No Inappropriate Use of Advertising Materials. You agree not to copy, reproduce, duplicate, create derivative works of, distribute, sell, or otherwise disseminate any advertising materials, Burlexercise intellectual property, or materials you obtain by enrolling in the Instructor Course.

No Merchandise. You may not manufacture, create, or distribute any merchandise (such as clothing, bags, hats, etc.) or other promotional items bearing any of the Marks or anything similar or related to the Marks.

No Registrations, Domains, SEO, SEM, IDs, Social Media Names. You agree not to apply for, register or attempt to register in any manner Burlexercise, or anything that includes or is similar to it for any purpose, including without limitation trademarks, trade names, service marks, brands, logos, copyrights, domain names, or other identifiers of source or forms of intellectual property or Internet designations.

Teaching Burlexercise

You will not teach any Burlexercise classes that do not follow the overall principles, structure, and choreography provided by Burlexercise.

You will not teach any Burlexercise classes to any person who has not filled in a PAR-Q form.

You will not teach any Burlexercise classes without liability insurance that covers your activities. Burlexercise LTD does not and cannot offer or provide you with that insurance. Since you are an independent contractor, you expressly acknowledge and agree that you are not insured under any of Burlexercise LTD's insurance policies and waive any and all right to claim coverage of any kind thereunder.

Music- You will receive updated playlists from Burlexercise, you must have the correct PPL licence to play this music (or the venue you teach in must have the licence). You acknowledge and agree that Burlexercise will not be responsible for your improper use of any music, including any music you receive from Burlexercise.

Conduct - As a Burlexercise Instructor, you represent our 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, off-colour, illegal, or other inappropriate or offensive manner, or in any manner that diminishes the value of the Burlexercise brand.

Burlexercise does not guarantee any level of success or income generated by or in connection with the instructor course.

You may be subject to review on a yearly basis in Burlexercise LTD's sole discretion to ensure that you remain up to date with and knowledgeable about the brand.

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

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You may not use any material you received in connection with the Instructor Course, including any material or content received from Burlexercise, in connection with any fitness instruction other than the instruction you provide as a Burlexercise Instructor.

Termination/Revocation

Your Burlexercise 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 Burlexercise Instructor and promotional activities.

Non-Disparagement

While Burlexercise 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 Burlexercise brand.

Assumption of Risk/Waiver

You understand and acknowledge that particular aspects of the Burlexercise Instructor Course, will include physical activity and use of equipment, and that there are certain risks associated with those activities and equipment, including risk of serious personal and/or bodily injury, death, or damage to or loss of property. You expressly and voluntarily assume all risk and, to the extent permitted by law, waive any and all actual or potential claims against Burlexercise arising from or related to your participation, instruction, classes, or activities, including the associated physical activity and equipment.

Burlexercise reserve the rights to change the terms and conditions and will inform you of any major changes in writing.

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