



Training Terms and Conditions

This document sets out the terms and conditions of training

BWRT Training Course Terms and Conditions between you and BWRT Limited (“BWRTL”) (the “Terms”).

In these Terms, the following definitions apply:

BWRT: Brain Working Recursive Therapy which is a model of psychology and psychotherapy created by UK professional therapist and Director of BWRTL, Terence Watts.

Course Fees: the charges for the Training payable by you to the Trainer for the Training.

Intellectual Property Rights: Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, the system, the methods, the technique, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Institute of Brain Working Recursive Therapy: the Institute of registered BWRT Members.

Practitioner: A therapist who works with psychological processes at a professional level and who is accepted as being suitable to undertake the Training.

Terms: These terms and conditions as amended from time to time.

Trainer: A trainer who is approved and authorised by BWRTL to provide BWRT training at any level through Training Courses.

Training: The approved method of BWRT training to be provided by the Trainer through Training Courses.

Training Courses: Approved BWRT training courses to be provided by the Trainer to one or more Practitioners.

Training Materials: The training materials provided to you to be used in the Training from time to time.

1. APPLICATION OF TERMS

1.1 These Terms apply to all Training undertaken by you.

1.2 In absence of your express agreement, you will be deemed to have accepted these Terms by your attending the Training.

2. TRAINING

2.1 The Training will be provided a Trainer through Training Courses.

2.2 You will only be permitted to attend Training if you are deemed by the Trainer, in their absolute discretion, to be a suitable Practitioner.

2.3 The Trainer is responsible for setting the dates for the Training Courses, but time shall not be of the essence for provision of the Training.

3. YOUR OBLIGATIONS

3.1 You shall:

- (a) ensure that any application you make to attend Training is completed fully and accurately;
- (b) co-operate with the Trainer in all matters relating to the Training;
- (c) provide the Trainer with such information and materials as the Trainer may reasonably require in order to ascertain whether you are a Practitioner and for them to supply the Training, and you will ensure that such information is accurate in all material respects; and
- (d) make payment of the Course Fees as directed by the Trainer;
- (e) complete any assessments and/or exams relevant to any training before describing yourself as qualified at that level.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 All Intellectual Property Rights in or arising out of or in connection with BWRT, the Training and Training Courses are owned by BWRTL and/or its Director Terence Watts.

4.2 You acknowledge that all Training Materials are the exclusive property of BWRTL and must not be copied (in whole or in part) or re-produced.

4.3 The Training Materials must not be used other than in connection with the Training.

4.4 BWRT or any part of the technique must not be amended, varied or recreated by you once you have carried out the Training.

4.5 You will not be permitted to advertise your services as a Registered BWRT® Practitioner unless and until you have been accepted as a member of the The British BrainWorking Research Society and agreed to its constitution. If you choose not to join the Society, you are allowed to state simply that you have trained to BWRT® Level One.

5. CONFIDENTIALITY

You shall keep in strict confidence all techniques, methodology, know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to you as a result of, or in the course of, your attendance at the Training, and any other confidential information concerning BWRT, BWRTL's business, the Training, its services, Trainers and Training Courses which you may obtain ("Confidential Information"). You may only disclose Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

6. LIMITATION OF LIABILITY

6.1 Nothing in these Terms shall limit or exclude BWRTL's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

6.2 Subject to clause 6.1 BWRTL shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with BWRT or the Training.

7. GENERAL

7.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

7.2 A waiver of any right under these Terms or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by BWRTL in exercising any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy.

7.3 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties.

7.4 A person who is not a party to these Terms shall not have any rights to enforce its terms.

7.5 Except as set out in these Terms, no variation, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing and signed by BWRTL.

- 7.6 These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 7.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their matter or formation (including non-contractual disputes or claims).

Bookings:

1. We will not accept verbal bookings for places on seminars and courses. We will accept email reservations but your place is not guaranteed until we have received payment.
2. If you wish to spread payment over the period of the course payment by a Bank Standing Order can be arranged – please contact us.
3. Fees are non-transferable to other seminars or courses or other individuals.
4. In the event we find it necessary we reserve the right to cancel your participation on the course and refund the balance of fee for any part of the course not attended less an administration fee of 10% of the course fees.
5. In the event the course is under-subscribed we reserve the right cancel the course and refund all monies paid.

Cancellations:

1. All cancellations must be received in writing. Email cancellations are acceptable.
2. You may cancel your booking with 7 days for a full refund of fees. After this period and until 7 days before the commencement of the course there will be an administration charge of £50.00
3. Cancellations made within 7 days of the course start date are not eligible for refund save where (2) applies.
4. In the event of (3) you will be indebted to us for any monies outstanding for payment of the course.
5. If you fail to attend the course all monies paid are forfeit and you will be indebted to us for any payment still outstanding.

These terms and conditions are absolute but should you believe special circumstances create an exception please contact us as soon as possible.