

Vibe Instructor Training Terms and Conditions

Thank you for choosing our Vibe Instructor Training course. By purchasing, enrolling in, or participating in the Vibe 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 Vibe Instructor Course.

Overview

On the day of the course, you will learn in detail, how to teach Vibe classes and will be assessed at the end of the day. Passing the assessment, results in you becoming a Vibe Instructor.

Becoming a Vibe Instructor

To become a Vibe Instructor, you must:

- Be at Least 18 Years Old
- Purchase the Vibe Instructor Course and enrol in a course date
- 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. You can re-sit your assessment on another course for a small fee

Rescheduling a Vibe 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 Vibe in advance, the fee is lost and will have to be repaid in full and rebooked.

Rescheduling of Instructor Courses by Vibe

Vibe will make every effort to conduct each Instructor Course as scheduled. Vibe 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 Vibe 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.

Cancellation Fees and Refunds

You may cancel your Vibe 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 no cancellation fee.

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

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 Vibe Instructor Course.

Re-Assessment Fee

If you do not pass your assessment to become a Vibe Instructor on your training day, and therefore are referred, you must re-sit your assessment criteria within one year. The cost of this re-assessment is £35.

Replacement Certificate fee

The cost of a replacement certificate is £50.

Ownership of Intellectual Property

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

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

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

You will not teach any Vibe classes without liability insurance that covers your activities. Vibe 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 Vibe insurance policies and waive any and all right to claim coverage of any kind thereunder.

Music. You must have the correct PPL licence/Pro Dub license to play music (or the venue you teach in must have the licence). You acknowledge and

agree that Vibe will not be responsible for your improper use of any music, including any music you receive from Vibe.

Conduct. As a Vibe 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 Vibe brand.

Vibe 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 Vibe'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 Vibe Instructor status, class content and advertising materials.

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

Termination/Revocation

Your Vibe 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 Vibe Instructor and promotional activities.

Non-Disparagement

While Vibe 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 Vibe brand.

Assumption of Risk/Waiver

You understand and acknowledge that particular aspects of the Vibe 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 Vibe arising from or related to your participation, instruction,

classes, or activities, including the associated physical activity and equipment.

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