

The School of Somatic Sexology



Terms of Service

This agreement and the terms of service contained therein are a legally binding contract (Agreement) between you and each of your heirs, assigns, and successors (“You”) and **School of Somatic Sexology** (“SSS”) Company number 14379033, and each of its principals, owners, shareholders, directors, agents, and employees, and each of their respective heirs, assigns, and successors.

Acceptance of Agreement

Read this Agreement in its entirety. You should review this Agreement prior to subscribing to, purchasing, or participating in any Program. By using the SSS websites or purchasing or participating in any Program offered by SSS, You are agreeing to be bound by this Agreement. The term “Program” is defined to include any class, session, product, training, workshop or service and whether online or in person. It specifically includes the SSS websites and their contents.

Governing Law

This Agreement shall be construed and governed exclusively by the laws of England and Wales.

Indemnification

You agree to indemnify, defend and hold SSS harmless from any and all liability, loss, damages, claim and expense, including reasonable legal fees, related to:

- your violation of this Agreement
- your use of the SSS websites or contents; or
- your participation or enrolment in any Program offered by SSS

Assumption of Risk

You acknowledge that you are responsible for your choice to take part in the Program and for your own health and well-being before, during and after the Program. SSS makes no representations or warranties.

You assume all risk of mental, physical and personal injury, serious injury, property loss, or death which may occur in engaging with SSS or any of its Programs or products.

If you have specific concerns or a situation in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist, such as a licensed psychologist, physician or other health professional.

Never disregard the medical advice of a psychologist, physician or other health professional, or delay in seeking such advice, because of information offered or provided within a Program.

Confidentiality

You agree to hold the names, identities and information of all Program participants in strict confidence. No information you hear about a fellow participant during a Program may be revealed, spoken of or written about in any way that would disclose the identity of said participant to people outside the Program, unless they give explicit permission to do so.

Copyright

The content, organisation, photos, videos, audio, graphics, design and other matters produced by SSS or used in any SSS Programs are protected under applicable copyrights and other proprietary laws, including but not limited to intellectual property laws. The copying, recording, reproduction, use, modification or publication by You of any such matters or part thereof is strictly prohibited without the express prior permission of SSS. When permission is given, you agree to acknowledge SSS as the source.

Waiver of Legal Rights and Release

To the maximum extent permitted by law, You unconditionally and forever release, discharge, hold harmless, and indemnify SSS from any and all actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, losses, and demands of every kind or nature whether existing, contingent, or future, known or unknown, suspected or unsuspected, whether in law or equity under the laws of any jurisdiction ("Claims"), including without limitation any Claims caused by the negligence of SSS or of any other participant in any class, program, or session hosted or supported by SSS, that relate to, arise out of, or concern any Programs, whether or not you pay anything for such Programs or products and whether or not your Claims arise from the action or inaction of other users of such Programs, other participants in the Programs, or anyone else. You agree and intend that this waiver, release, and indemnification shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Dispute Resolution Agreement

You and SSS agree that any and all disputes of any type that are not resolved through discussion and mutual agreement, be referred to Alternate Dispute Resolution (ADR) by a practitioner accredited by the Civil Mediation Council ("CMC", London, charity number 1163065).

In the event that the matter cannot be resolved by mediation then You and SSS agree to refer the matter to Arbitration by a mutually approved arbitrator, such as the London Court of International Arbitration (LCIA).

Prior to referring to ADR You and SSS agree to attempt to resolve the matter through at least one, good faith in-person or telephone discussion without lawyers present..

Refund, Transfer & Deferment Policy

Refunds:

If You cancel up to 2 months before the program begins: Full refund minus any specified non-refundable deposit (such as £500 for the Certificate in Sexological Bodywork). If You cancel up to one month before the program begins: Full refund minus £250 administration fee plus any specified non-refundable deposit (such as £500 for the Certificate in Sexological Bodywork).

If You cancel 30 days or less before the program begins: No refund will be made. You can request to defer to the next year's School of Somatic Sexology training.

If You cancel after you have accessed the online training materials: No refund will be made.

Transfers:

If you wish to transfer to a CSB program with another school, the cut-off date for this being possible is 2 months before the start date of the program.

Deferment:

In exceptional circumstances we may consider deferral of your place to the following year if it becomes clear to You during training that You are unable to complete it this year. If we agree to this:

- You will need to complete all enrolment procedures again
- You will need to attend the next training from day 1 and repeat the entire course
- You will be required to pay a proportionate amount for those parts you are repeating. For the CSB training for example, this means that:
 - If your deferral is approved before the course start, your original course fee will be transferred to the following year minus the deposit, as in the refund policy above.
 - You would likely be asked to repeat the prerequisite training Foundations of Relational Embodiment at your own cost
 - If your deferral is approved in Module 1 you would pay 30% of your original course fee to return the following year
 - If your deferral is approved in Module 2 you would pay 40% of your original course fee to return the following year
 - If your deferral is approved in Module 3 you would pay 70% of your original course fee to return the following year
 - If your deferral is approved in Module 4 you would pay 80% of your original course fee to return the following year
 - If your deferral is approved in Module 5 you would pay 100% of your original course fee to return the following year

SSS Cancellation of Enrolment

SSS reserves the right to cancel Your enrolment in any Program at any time, if at the discretion of the facilitators it is decided that You are unsuitable for the Program or that the Program is unsuitable for You. Any refund of course fees in such eventuality is at the discretion of SSS.

Maximum liability

Notwithstanding the Indemnity, Dispute Resolution Agreement and the other terms of this Agreement, maximum liability of SSS under this Agreement shall be the greater of £100 or refund of monies paid for the Program to which any Dispute applies.

SSS Cancellation of Programs

SSS reserves the right to postpone or cancel any of their Programs. This may happen without notice and for any reason.

While reasonable effort will be made to complete any Program, it is unlikely but not impossible that events such as, but not limited to, death, pandemics, war, natural disaster or illness may cause the Program to be postponed or cancelled.

SSS Postponement

If the Program or part of the Program cannot happen on the scheduled dates, it may be postponed to the next available dates. You agree to the need to be flexible and attend on the rescheduled dates. If You cannot, You can defer to a subsequent training for a deferral fee of 30% of Your total course fees.

If there is an in-person component, refund or deferment of any fees other than SSS course fees such as travel, accommodation, venue fees is not the responsibility of SSS.

SSS Cancellation

If the Program is cancelled by SSS, it may be possible for You to transfer to another Program.

If the Program is cancelled by SSS and it is not possible for you to transfer to another Program, you will receive a refund proportional to how much of the course you have completed / how much of the course you have met the course requirements for.

For example, for the purposes of calculating refunds if SSS cancelled a Certificate in Sexological Bodywork training, if we cancelled a course:

- before you have accessed the teaching materials, your course fees will be refunded in full
- after receiving access to materials and before completion of Module 1, 80% of your tuition fees will be refunded
- after having met the course requirements for completing Module 1, 70% of your tuition fees will be refunded
- after having met the course requirements for completing Modules 1 & 2, 60% of your fee will be refunded
- after having met the course requirements for completing Modules 1,2 & 3, 30% of your fee will be refunded
- after having met the course requirements for completing Modules 1,2,3 & 4, 20% of your fee will be refunded

Refund or deferment of any fees other than SSS course fees such as travel, accommodation or venue fees is not the responsibility of SSS.

Illness

When there is an in-person component to a Program, You commit to not knowingly attending the in-person component with an infectious illness. If You cannot attend due to an infectious illness, You agree to attend as soon as is medically possible, and to work with the facilitators to catch up on what You have missed.

If You cannot attend, You will need to defer to the next training. You will provide a medical certificate to SSS in support of this. The fee for deferring is at the discretion of SSS.

Refund or deferment of any fees other than SSS course fees such as travel, accommodation or venue fees is not the responsibility of SSS.

