

Terms and Conditions for the Just Jhoom! Website www.justjhoom.co.uk

This T&C policy relates to Just Jhoom! Ltd which comprises but is not limited to the following subsidiaries and their corresponding websites: Jungle Jhoom! (www.junglejhoom.com), Jhoom Instructors (www.jhoominstructors.com), Shalini Bhalla (shalinibhalla.com)

1 The Owner

1.1 The Owner of this website is Just Jhoom! Ltd, a company registered in England and Wales. Company number 7027297.

Just Jhoom! Classes and Instructors

2 Just Jhoom! Classes

- 2.1 The Just Jhoom! Instructor is acting as an independent contractor and not as an agent, partner, or employee of Just Jhoom! Ltd.
- 2.2 Just Jhoom! Ltd is not responsible, or liable for the cancellation of any Just Jhoom! classes or the establishment of Just Jhoom! class timetables by individual Just Jhoom! Instructors or fitness venues and organisations.
- 2.3 Generally class payment is non-refundable and non-transferable, but please speak to your individual Instructor about this. Just Jhoom! Ltd will not get involved in any payment disputes between Instructors and class attendees.
- 2.4 Just Jhoom! Instructors have undergone training in dance or fitness, sometimes both, and through a comprehensive Just Jhoom! Instructor Training course. Only those who have passed our assessments are allowed to run Just Jhoom! classes. If you are not happy with your Instructor, please email info@justjhoom.co.uk. We will treat your comments with utmost discretion. However, Just Jhoom! Ltd cannot take responsibility for choice of venue, time, dates made by the Instructor in your area.

3 Just Jhoom! Instructor Enrolment

- 3.1 Just Jhoom! Ltd reserves the right to change and/or cancel the dates and venues for face-to-face training days. You will be notified of any change by telephone, post or e-mail and you will be able to transfer to another course at no extra cost to you. Just Jhoom! Ltd is not liable in any other way for any additional expenses, costs or other charges that you may incur as a result of such change or cancellation, and you are responsible for ensuring that Just Jhoom! Ltd has up to date contact details for you.
- 3.2 You are required to conduct yourself in an appropriate manner at all training days. If you behave in a manner which in the opinion of Just Jhoom! Ltd is threatening, abusive, offensive or otherwise unacceptable, we will have the right to remove you from that and all future training days. You will remain liable for the fees for the course/workshops on which you have enrolled.
- 3.3 It is your responsibility to ensure that you are sufficiently fit - physically, mentally and emotionally, to undertake all components of a course. It is your responsibility to notify us of any pre-existing medical conditions as well as any special assistance you may reasonably require before enrolment and again if circumstances change throughout the period you are undertaking a course.
- 3.4 You acknowledge that you are fully aware of the risks involved in participating in training days which can be physically and mentally demanding. You represent and warrant that you discharge Just Jhoom! Ltd, its employees, third parties and representatives on a continuing basis from any and all liability for injuries or damages resulting from your participation in any of the Just Jhoom! Ltd training and assessment days, and or in connection with performing, conducting, teaching or instructing course material to the fullest extent permitted by law.
- 3.5 You agree that you may be videotaped, audio recorded and photographed by Just Jhoom! Ltd as part of your training and assessment days and you consent to Just Jhoom! Ltd using your photograph, video and tape recordings for any and all promotional and training purposes.
- 3.6 Upon enrolment and before training you will be required to sign an Instructor Agreement stating your wish to train as a Just Jhoom! Certified Instructor, intention to complete assessments within 8 weeks,

Just Jhoom! Ltd
PO Box 142
Cranleigh
Surrey
GU6 8ZX

T: 01483 271059
E: admin@justjhoom.co.uk
W: www.justjhoom.co.uk

agree to use of trademark and logo guidelines and adhering to Just Jhoom!'s copyright rules. A copy of this agreement can be obtained from the Just Jhoom! office by emailing info@justjhoom.co.uk

4 Just Jhoom! Instructor Training Fees

- 4.1 Fees must be paid in full at least 3 weeks before the course starts. Student places are not guaranteed until this is paid. We will exercise our statutory right to claim interest (at 8 per cent over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if we are not paid according to our agreed credit terms.
- 4.2 Cancellation after payment of fee:
- In the event that a student cancels their place at least 14 days before the course, the sum of £75 shall be deducted from the refund of the Fee to cover administration costs.
 - If transferring to another course there is a transfer fee payable of £75. This needs to be paid immediately otherwise the transfer is not valid – and the booking will be treated as a cancellation.
 - In the event that a student cancels their place with less than 14 days before the course starts, fees are non-refundable. However, if possible, we will transfer your fee to another suitable course date. Please note that there will be a date transfer fee for each transfer. The transfer fee must be paid immediately for this offer to stand.
 - Any courses bought as a one-off Special Offer are non-refundable. Any courses bought at an Early Bird Price will be treated in the same way as above.
- 4.3 Please note that in the case of early retirement from the course, or of failure to attend the course once confirmation of a place has been given by Just Jhoom! Ltd and accepted by the student, all previously paid fees are non-refundable. Fees are non-refundable if the student fails to attend the course without reasonable prior notification.
- 4.4 In the unlikely event that Just Jhoom! Ltd course management asks a student to leave a course, a consultation process will be initiated. Fees paid to that point in the course are non-refundable.
- 4.5 Fees for any future courses may be subject to amendment.
- 4.6 Please let the Just Jhoom! office know in advance if any invoices are required.

5 Just Jhoom! Instructor Assessments and Certification

- 5.1 It is the Instructor's responsibility to ensure that they can attend the allocated Assessment Day which is part of the training. If submitting assessments by video, there is an additional fee and students must ensure that assessments are delivered to Just Jhoom! Ltd safely. We suggest that you use Recorded or Special Delivery to ensure that your assessments are delivered safely and on time. www.royalmail.com
- 5.2 If a student has not received certification within one year of the commencement of their course, Just Jhoom! Ltd reserves the right to fail the student and to remove their name from the register of current students.
- 5.3 Just Jhoom! Ltd operates a formal Student Appeals Procedure, with external redress, under which students may seek a hearing if they feel they have been unfairly treated during their assessments.
- 5.4 Certificates to show completion of a course will not be issued until Just Jhoom! Ltd has received payment in full for the course for which you are being certificated.
- 5.5 All certificates will be issued in the name held on our records at the date you successfully complete the course or module. It is your responsibility to inform Just Jhoom! Ltd in writing of any change of name and to provide appropriate evidence, such as a marriage certificate or deed poll.
- 5.6 If you lose a certificate and require a replacement, a fee of £30 will be payable. If you change your name or address prior to the date you successfully complete the course or module but fail to notify us and require Just Jhoom! Ltd to issue a new certificate, a replacement fee of £30 will be payable. Please note we are unable to issue replacement certificates in a new name if the change of name occurred after the date you successfully completed the course or module.

6 Just Jhoom! Instructor Data Protection

- 6.1 Access to and use of Instructor Area of the Just Jhoom! Ltd website is through a user name and password. You are solely responsible in all respects for all use of and for protecting the confidentiality of the username and password that you select for use on our website. You may not share these with or transfer them to any third parties. You must notify Just Jhoom! Ltd immediately of any unauthorised use of them or any other breach of security regarding our website that comes to your attention.

Just Jhoom! Ltd
PO Box 142
Cranleigh
Surrey
GU6 8ZX

T: 01483 271059
E: admin@justjhoom.co.uk
W: www.justjhoom.co.uk

- 6.2 Just Jhoom! Ltd complies with the Data Protection Act 1998 and the data protection principles. You consent to Just Jhoom! Ltd processing your personal information for administrative, legal and management purposes. If you need to correct any information we are holding, please contact us through the website, by telephone, e-mail or post.
- 6.3 Just Jhoom! Ltd reserves the right to stop your access to the Instructor Area if the facility is being used inappropriately or being misused or abused in any way.
- 6.4 If and when an instructor's details are generated within a search created by the Just Jhoom! Class Search, the instructor's full name, email address and/or mobile number and details of current classes with date, time and venue will be provided. These are the only details that can be seen by the general public. We do not provide any of your personal contact details. It is the responsibility of the instructor to opt out of using the Just Jhoom! Class Search facility if they do not want their class details listed. Just Jhoom! Ltd has made every effort to ensure that all information contained within the instructor database is secure and only relevant information is accessible by the general public.

7 Just Jhoom! Instructor Facebook Forum

- 7.1 The Instructor Forum provided by Just Jhoom! Ltd to enable Instructors to communicate with each other and network, is provided without liability to Just Jhoom! Ltd.
- 7.2 It is your responsibility to ensure that any information that you share with other users of the site is accurate and does not breach any third parties' rights including, but not restricted to, trademarks, copyright or other intellectual property rights. Content should not be libellous, obscene, threatening, offensive, abusive, or fraudulent. Content should not infringe the rights of other people, such as privacy rights, and should not in any way be illegal or unlawful. Please note that the information you send us will be published on our site and can be viewed world-wide.
- 7.3 By sending us information you waive your moral rights to be identified as the author of it and also give Just Jhoom! Ltd licence to modify such information. We will assume that any information received is for publication on our website and such other use as Just Jhoom! Ltd, in its absolute discretion, may deem fit upon an exclusive, royalty-free, perpetual basis. We have the absolute right, at our sole discretion, to reject or to remove any information from our website without pre-warning.
- 7.4 Clauses 12.1 – 12.3 also apply to all our Social Media platforms.

8 Running Just Jhoom! Classes

- 8.1 As a Just Jhoom! Instructor, you acknowledge that you shall be responsible for your omissions, errors or neglect when performing, conducting, teaching or instructing material you may have learned through Just Jhoom! Ltd and shall maintain public teacher liability insurance cover as appropriate for your business and professional qualifications.
- 8.2 You are responsible for holding your own PPL/PRS music licences as at no time will you be covered by the licences held by Just Jhoom! Ltd.
- 8.3 You are responsible for enrolling your own clients, keeping registers and lesson plans up-to-date and general class administration. At no time will Just Jhoom! Ltd get involved in this process or be liable for any consequences as a result of not completing these tasks.
- 8.4 You are responsible for ensuring that your class details – dates, times, venues, contact details on the website are accurate and up-to-date. Just Jhoom! Ltd reserves the right to remove any details that are not deemed accurate or are in anyway misleading.
- 8.5 Just Jhoom! Ltd is not responsible, or liable for the cancellation of any Just Jhoom! classes or the establishment of Just Jhoom! class timetables by individual Just Jhoom! Instructors or fitness venues and organisations
- 8.6 You are responsible for collecting your own class payments and for setting your own prices. Just Jhoom! Ltd will not get involved in any payment disputes between Instructors and class attendees.

9 General

- 9.1 If any of the provisions of these Terms and Conditions are held to be invalid or unenforceable in whole or in part, that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.

Just Jhoom! Ltd
PO Box 142
Cranleigh
Surrey
GU6 8ZX

T: 01483 271059
E: admin@justjhoom.co.uk
W: www.justjhoom.co.uk

- 9.2 We may alter these terms and conditions from time to time and post the new version on our website, following which all use of our website will be governed by that version. You must check the terms and conditions on the website regularly.
- 9.3 These terms and conditions shall be governed by, and construed in accordance with English law.

10 Contact

If you have any questions or concerns about these terms and conditions please call us on 01483 271059, email admin@justjhoom.co.uk or write to Just Jhoom! Ltd, PO Box 142, Cranleigh, Surrey, GU6 8ZX

Just Jhoom! Ltd
PO Box 142
Cranleigh
Surrey
GU6 8ZX

T: 01483 271059
E: admin@justjhoom.co.uk
W: www.justjhoom.co.uk