

**Janet Balaskas Active Birth Workshop Teacher Training© Full Certification Agreement Logo TM**

NAME (Block capitals please):

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This agreement applies to those who intend to teach this workshop in a private capacity and must be signed and submitted prior to certification. Trainees or midwives who will be working within an NHS trust or hospital, private hospital or any situation where the classes are funded, should apply to the course tutors for a suitably amended agreement.

**Part 1 – Intellectual Property Conditions**

I have read and agree to the conditions below:

1. The terms “Active Birth”, “Janet Balaskas Active Birth Workshop” and the Logos below are trade marks owned by Janet Balaskas. These terms have accrued a significant amount of goodwill; and such goodwill is also the property of Janet Balaskas.



( the “Logos”)

2. The title, content and format of the professional training provided under the terms of this agreement are works of copyright and belong to Janet Balaskas who originated the training and coined the phrase ‘Active Birth’, and are not available for use for the title of other professional training, courses, classes, workshops or websites.
3. All copyright in the materials provided under the terms of this agreement (“Materials”) is owned by Janet Balaskas and cannot be reproduced without the prior written consent of Janet Balaskas.
4. Janet Balaskas has also asserted her moral right to be identified as the author of the copyright content in any Materials.

5. The proprietary rights of Janet Balaskas should be respected and not used except where expressly permitted by Janet Balaskas and by this agreement.
6. I agree to the following terms when promoting and providing a Janet Balaskas Active Birth Workshop:
  - a. To use as the title of the workshop the trade mark 'Janet Balaskas Active Birth Workshop™' or alternatively to use this as a subtitle, on all promotional material whether printed, on a website, or in any digital or online format.
  - b. Use the full Logo exactly as provided by Janet Balaskas on certification, for all or any advertising or promotion of the workshop whether printed, digital, online or on a social networking site etc. I understand that the title and the Logo may not be altered in any way and must be used in full, including Janet's name and only for this specific workshop. I understand that I may not use the Logo in its entirety or any part of the Logo, for any other purpose including courses, classes, events, workshops, leaflets or website pages without prior permission from Janet Balaskas.
  - c. Where I have a website, LinkedIn or other social networking platform to promote the workshop I will create links back to [www.activebirthcentre.com](http://www.activebirthcentre.com).
  - d. The copyright in the format and content of this workshop belongs to Janet Balaskas. I understand that I may not produce any written, digital or filmed version of the workshop or teach the workshop to professionals, or distribute any reproduction online, without her prior written permission under any circumstances.
  - e. To keep and maintain all Materials, equipment, documents and other property relating to the workshop in safe custody and shall maintain the Materials in good condition.
  - f. I acknowledge that, in respect of any third party intellectual property rights, my use of any such intellectual property rights is conditional on me obtaining the relevant permissions.
  - g. I agree that upon becoming aware of any potential infringement of the intellectual property rights set out in this agreement, including but not limited to the copyright of Janet Balaskas, that I shall, within 7 days, notify Janet Balaskas.

## **Part 2 - Obligatory requirements on booking clients**

1. As a teacher of this workshop, unless otherwise agreed, I agree to purchase in advance a minimum quantity of 10 copies of the **Active Birth Book or Handbook by Janet Balaskas** at a special discounted rate and to give one free to every participant or couple attending the workshop, this cost to be factored into the course fee charged. This needs to say ongoingly and for all future workshops.

2. As part of the booking procedure, I agree that each participant or couple attending the workshop must be offered a free subscription to the **Active Birth e-Journal** to support and inform them ongoingly. For this purpose I agree to the following:
  - a. To submit their names and email addresses to the Active Birth webmaster on booking, using an online form provided to me by the webmaster.
  - b. To inform them that that they will be getting the fortnightly issues by email from 3 months of pregnancy until their baby is 6 months old and have access to any back issues.
  - c. To explain that they will have the opportunity to unsubscribe at any time if they wish and that we the Active Birth Centre and Janet Balaskas have a strict privacy policy and their email address will not be given to any other party.
3. I will advertise and promote the workshop for couples and also for women who prefer to come on their own.

### **Part 3 – General Terms and Conditions**

#### **1. Listing**

The course fees include a one-off certification fee of £165 for listing as a teacher of the Janet Balaskas Active Birth Workshop© on the website [www.activebirthcentre.com](http://www.activebirthcentre.com).

I understand that these listings will be renewed annually without further cost for an indefinite period, however Janet Balaskas reserves the right to introduce an annual fee for renewal if this is required and to remove my listing at any time. I agree to keep my listing up to date and to pay a fee of £50 each time I apply to change or amend my details. I also agree to advise the Active Birth Centre if I stop teaching, and that in this event, my listing will be removed without charge.

#### **2. Insurance**

I agree to join the recommended group insurance scheme and to pay for and renew my insurance annually. I understand that this workshop must not be taught without my being insured under any circumstances and that Janet Balaskas holds no responsibility if I am in breach of this contract. Equivalent cover may be acceptable but must cover the Active Birth Workshop specifically.

#### **3. Class numbers and fees**

a) I agree to a limit of 4 - 12 participants in the first year of teaching, thereafter increasing to a maximum of 16 – 20 participants.

b) I agree to a minimum charge to participants of £45, per person and a maximum of £95 per person for attending the workshop. Should the payments be paid for in a currency other than pounds, the amount shall be the equivalent amount in accordance with the current exchange rate. The fee

charged to participants includes the cost to myself of the Active Birth Book or Handbook that will be given free of charge to workshop attendees and should not be sold. I will be advised if minimum and maximum fee limits change and may offer concessionary places at my discretion with a minimum payment to cover costs. The workshop should not be free unless the class is funded by the NHS or other body.

#### **4. Agreement Performance**

- a. I agree to perform my obligations (including but not limited to the performance of the workshops) with due care and diligence.
- b. I agree to consistently work to uphold the values of the Active Birth Centre while working as a certified teacher.
- c. I agree never to compete with Janet Balaskas or another Active Birth Workshop teacher in tenders for work or any form of contracting activity, where I find myself in competition with another certified teacher, I shall inform them and seek collaboration. In any event I shall notify Janet Balaskas.

#### **5. Assignment and Other Dealings**

I shall not, without the prior written consent of Janet Balaskas, assign, transfer, mortgage, charge, subcontract any or all of my rights or obligations under this Contract.

#### **6. No partnership or agency.**

I acknowledge that nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between myself and Janet Balaskas, I shall not have authority to act as agent for, or to bind, Janet Balaskas in any way.

#### **7. Third parties.**

I acknowledge that a person who is not a party to these terms shall not have any rights to enforce its terms.

#### **8. Variation.**

I acknowledge that except as set out in these terms, no variation of the terms, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Janet Balaskas.

#### **9. Dispute Resolution**

I acknowledge that should a dispute arise, that relates to these terms, that I shall in the first instance notify Janet Balaskas in writing. I further acknowledge that I shall take no further action for 14 days, or until I receive a response from Janet Balaskas.

#### **10. Governing law**

These terms, and any dispute or claim arising out of them 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.

**11. Jurisdiction**

I acknowledge that 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 this Contract or its subject matter or formation (including non-contractual disputes or claims).

**Janet Balaskas reserves the right to amend and update the terms and conditions of the training and of this agreement.**

Please date and sign this agreement in black ink and hand in prior to receiving your final certificate on the last day of the course or post to :

Janet Balaskas, 70 Haslemere Avenue, Barnet, Hertfordshire EN4 8EU.

Signature:

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Date:

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