

1. The participant attends the selected Somatic Experiencing Australia workshop/seminar ("Training") of their own will and volition and voluntarily agrees to all the terms and conditions as stated below.
2. The participant understands and accepts that upon registering for a Training, confirmation of a place on the Training is not made until either a non-refundable deposit (if requested) or full payment has been received by Somatic Experiencing Australia Pty Ltd ("Organiser").
3. On receiving confirmation of a place offered on any Training, commits to the Training as stated on the registration form and the fees as published. The participant thereby undertakes responsibility for the payment in full of the fees applicable to the selected workshop/seminar and for making payments by the specified due date(s). The participant acknowledges that if Early Bird specials are not paid by the published deadline the training fee will revert to the Standard training fee.
4. The participant accepts that all payments for tuition fees and all refunds to applicants will be made in \$AUD (dollars Australian). All bank transfer fees incurred, including FX intermediary bank transfer fees, are payable by the applicant.
5. The participant understands and accepts that any cancellation must be made in writing to **info@seaustralia.com.au**. It is the participant's responsibility to ensure the notice of cancellation has been received by the Organiser. If a confirmation of cancellation reply is not received via return email within 48 hours it is the participant's responsibility to contact the Organiser directly by phone.
6. In the event of a cancellation by a participant after a registration acceptance acknowledgement has been sent and either a deposit or full fees are paid the following cancellation policy applies:
 - Cancellations received by the training's Early Bird Registration deadline will receive a full refund less an administration fee of \$150.00.
 - Cancellations received after the training's Early Bird Registration deadline and at least 28 days before the scheduled date of the event will receive a full refund less the specified deposit for the training, or where no deposit is specified, a refund of 50% of the workshop fee, unless a substitute participant is provided prior to the start of the event or a wait-listed applicant can take the place.
 - Absolutely no refunds will be given for cancellations made within 28 days of the scheduled date of the event unless a substitute participant is provided prior to the start of the event or a wait-listed applicant can take the place.
 - A substituted participant or a wait-list applicant may attend. For a participant substitute, a transfer of registration will incur an administration fee of \$150.00. For a wait-list applicant, a transfer of registration will incur an administration fee of \$250.00.

These cancellation terms are non negotiable and shall still apply in the event of any unforeseen personal circumstance, including ill health.

7. The Organiser reserves the right to cancel the Training prior to the start date due to low enrolment, an instructor's inability to attend the training where no substitute instructor is available or any other unforeseen legitimate circumstances. Should such Training be cancelled, enrolled participants will be notified as soon as possible. A full refund of the Training fee will be issued or the funds may be transferred to another Training. No liability shall be held by the Organiser to any other party or for any expenses incurred by the participant due to cancellation or postponement, including but not limited to airline cancellation fees, hotel cancellation fees and bank transfer fees.



**Somatic
Experiencing**
A U S T R A L I A

Somatic Experiencing Australia **Terms and Conditions**

8. The Organiser reserves the right to alter dates or venues, if required, due to any unforeseen or exceptional legitimate circumstance. In such cases, the participants shall have the option to either accept the new date or to cancel their participation in the training and have the training fee reimbursed in full. No liability shall be held by the Organiser to any other party or for any other costs incurred by the participant due to cancellation or postponement, including but not limited to airline cancellation fees, hotel cancellation fees and bank transfer fees.

9. The participant agrees that all personal information of any participant relayed within the Training is strictly and completely confidential. This confidential information shall not be disclosed to any other person or entity under any circumstances nor shall a participant duplicate, reproduce, distribute, publish, or discuss any of the confidential information contained in or related to the Training.

10. The participant agrees that under the Australian National Privacy Principles from the Privacy Act of 1988, as relates to Principle 1- Collection (of information) and Principle 2 - Use and Disclosure, that any participant's personal data has been collected by the Organiser from the individuals themselves for the sole use of the Organiser and for the primary purpose of communicating information relating to the Training or other events between the Organiser and the registered participant. The participant agrees that they will not disclose another participant's personal data to any other individual or entity. The participant agrees that the personal data will not be used by themselves or on behalf of any other individual or entity for any purpose, including but not limited to, any form of promotion for the publicity of trainings, seminars or workshops, newsletters or any other goods and services.

11. The participant understands that the class lectures and sometimes the class demonstrations between the Instructor and participants may be filmed and gives permission for the filmed material to be viewed for teaching purposes only.

12. The participant agrees that they shall not make any audio, video, audiovisual, or other recordings of any portion of the Training nor of any portion of the filmed or audio material that is viewed outside of the training be it supplied on DVD, video, digitally online, or in any other format. Due to privacy and confidential reasons, if a participant is seen to be making any form of recording they will be asked to immediately leave the Training.

13. The participant agrees that neither the Instructor nor the Organiser shall be liable or responsible for any unauthorised recording of any Training. Nor shall the Instructor or Organiser have any liability or responsibility for the use or exploitation of any unauthorised recordings.

14. The participant understands that the Instructor is the exclusive owner or licensee of all materials utilised in the Training including, but not limited to, all printed, audio, video, digital, online, and other materials ("Materials"). The Materials also include all duplicates, reproductions, and derivatives of the Materials, as well as any materials, research, books, articles, and other works of authorship, as well as products or services, created by the Instructor and related to the Training (collectively, "Materials"). The Instructor retains all rights in and to all intellectual property utilised or referenced in the Training and the Materials including, but not limited to, the copyrights in the Materials and all associated trademarks. No Materials or any portion thereof are sold or otherwise transferred and the Instructor does not sell any title, ownership right, or interest in or to any of the Materials.

15. The participant agrees that if he/she participates in the Training as the subject of a demonstration, they are doing so voluntarily and at their own risk. The participant understands that the demonstration session may include questions about their personal trauma history and emotional, psychological, and physical symptoms they may be experiencing. They further understand that he/she is under no obligation to participate in the demonstration and that they may refuse to answer any question and may pause or discontinue their participation in the demonstration at any time at their own discretion. The Organiser does not have any liability or responsibility for a participant's involvement in any demonstration and the participant accepts that any result or no result may occur due to their participation or involvement.

16. The Training may make reference to the principles and theory of Somatic Experiencing (SE)™. The participant agrees that they are not permitted to present Somatic Experiencing™ in a public format, unless they are a presenter approved by the Foundation of Human Enrichment (FHE), as per the guidelines posted on the FHE website, and have on file written approval from a faculty member approved by the FHE.

17. The participant acknowledges that the workshop or training or seminar teaches concepts for the resolution of trauma. The training event is not a stand-alone psychotherapeutic or bodywork therapy nor does attending the workshop or training or seminar provide a participant with a licence to practice psychotherapy or bodywork or allow the participant to advertise themselves in such a way. The participant is responsible for ensuring they have the necessary certification to us the modality being taught within their professional practice

18. In the event that the Instructor or the Training Organiser requests that a participant discontinues their involvement with the Training, the participant will immediately leave the Training and the premises upon which the Training is being held. The participant shall receive a full refund for any portion of the training not completed. The participant hereby releases any and all claims against the Instructor or the Organiser related to any discontinuation of my participation or involvement in the Training.

19. The participant agrees to assume personal responsibility for their physical and psychological wellbeing during the Training. The participant agrees to notify the Organiser of any health issues, including pregnancy, which may be affected by their attendance at the training. The participant acknowledges that it is possible that due to health issues, and after joint discussion with the Organiser and the Instructor, they may be asked to postpone attendance at the Training. If they continue the Training they do so at their own risk.

20. The Organiser or its agent, the Instructor and the Training Team (assistants and others) accept no responsibility or liability towards the participant for any adverse affects that may occur during the training program, including but not limited to those of a psychological, physical or financial nature. This disclaimer also applies to dependents of the participant.

21. The participant acknowledges that if any clause within this agreement is in whole or in part invalid or unenforceable, or loses its validity or enforceability, the validity of the remaining clauses shall not be affected. Instead of requiring that an invalid or unenforceable clause be replaced with a valid clause, the general purpose and meaning of the clause will be adhered to by the contracting parties to the full extent that it is legally possible to do so.

By ticking the Declaration box on the online Registration Form, the participant acknowledges that he/she/they has read and understood the above terms and conditions and agree to the terms stated.