

Terms and Conditions

Please read all of these terms and conditions: If we have received your details from your SPM approved training provider as you have agreed to become a member of the SPMRT, you must read these terms and conditions which are legally enforceable and which you will be asked to agree to as part of the initial login to your online membership account.

1. ABOUT SPMRT

- 1.1 **Company details.** The Society for the Pilates Method Register of Teachers (SPMRT) is owned by the Society for the Pilates Method Ltd (SPM) which is a company registered in England and Wales. Their company registration number is 12963393 and their registered office is at 2 Station Road West, Oxted, Surrey RH8 9EP.

2. ABOUT PD:APPROVAL

- 2.1 **Company details.** PD:Approval Ltd is a company registered in England and Wales. Our company registration number is 06963778 and our registered office is at 72 West End Lane, West Hampstead, London NW6 2LX. Our VAT number is 278783635. PD:Approval manages and maintains the SPMRT directory (“Directory”) on behalf of the SPM.
- 2.2 PD:Approval operates the Directory database for SPMRT membership and offers Services (the Services) to Users which include but are not exclusive to the registration of members through an Order process and payment.
- 2.3 **Contacting us.** Contact us about all matters relating to your account on the Directory by telephoning our Customer Service Team on (+44) 0333 577 0908 or by emailing us at spmrt@pdapproval.com. For any queries about your membership contact your SPM approved training provider.

3. WHAT THE SPMRT IS FOR

- 3.1 The SPMRT is an online professional register for Pilates Teachers who have a qualification for their role/s which meet our Membership criteria (“Members”).
- 3.2 The SPMRT is a professional Register for Members to showcase their category of registration on a searchable database. All SPMRT Members are qualified to the United Kingdom industry standard in their chosen role (Matwork or Comprehensive Teacher) and maintain their knowledge as a requirement of their membership through regular continuing professional development (CPD).
- 3.3 SPM approved training providers are responsible for vouching on behalf of their teachers that they have met the entry criteria and achieved any additional framework categories.
- 3.4 SPM approved training providers monitor the CPD attainment of their teachers to ensure they maintain their membership status annually.
- 3.5 The SPMRT has been created by the SPM, whose aim is to create and uphold high quality training standards in the UK and to protect the integrity of the entirety of the Pilates Method.
- 3.6 All SPMRT Members have met our criteria and can list their category of entry as well as additional framework categories, to showcase them on the searchable Directory.

4. WHAT THE DIRECTORY IS FOR

- 4.1 The Directory provides the online searchable platform where SPMRT Members can showcase their category of registration on a secure public profile that is a feature of their membership.
- 4.2 The Directory provides the opportunity for Users to search using filters and geolocation, make contact with members directly, and to follow members on social media.

- 4.3 Members using the Directory will be able to upload media files, manage their account through a password, and update their public profile when necessary.
- 4.4 All public profile content is verified by PD:Approval before going live.
- 4.5 The above is herein referred to as our Services (“the Services”). We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes. Please note, we do not undertake any background checks against our Members in order for them to apply and enter on our Directory.

5. APPLICATIONS

- 5.1 These Terms and Conditions will apply to the purchase of the Services by you (“the Customer” or “you” or “Member”) through your SPM approved training provider.
- 5.2 These are the terms on which we sell all Services to you. You can only purchase the Services through an SPM approved training provider and if you are at least 18 years old.
- 5.3 The SPMRT offers a growing community of qualified professionals who want to show best practice, develop their professional skills and be professionally recognised. Being a Member of the SPMRT provides an opportunity to make connections worldwide by showcasing your category of registration on the Directory.
- 5.4 By becoming a Member of the SPMRT, you are confirming that you do not hold a criminal conviction and are not liable to be convicted.

6. INTERPRETATION

- 6.1 **“Approval Confirmation”** the email new members receive when their account is activated.
- 6.2 **“CPD”** means the continuing professional development you must undertake each annual membership period to maintain your member status.
- 6.3 **“Content”** means the structure, theme and text of the Website.
- 6.4 **“Contract”** means the legally binding agreement between you and us for the supply of the Services once your membership has been confirmed via email.
- 6.5 **“Customer”** refers to a User who submits an Order for the Services via their SPM approved training provider and before they are approved.
- 6.6 **“Directory”** means the database where your membership details are stored, which provides you with a public profile page which is searchable by Users.
- 6.7 **“Membership Fee”** the annual fee payable for membership of the SPMRT.
- 6.8 **“Member or “You”** means an individual who is an SPMRT Member or is acting for purposes of joining the SPMRT via their SPM approved training provider.
- 6.9 **“Order”** means your order for the Services via your SPM approved training provider (registration and renewal).
- 6.10 **“Privacy Policy”** means the terms which set out how we will deal with the confidential and personal information received about you from your SPM approved training provider and via the Website.
- 6.11 **“Quality Assurance”** refers to the verification of the registration and annual renewal evidence, as well as the approval process for the contents of each Member’s public profile page.
- 6.12 **“Register”** refers to the SPM and their [website](#).
- 6.13 **“Directory”** means the Website which holds the Members’ details and provides an online database which is searchable by Users.
- 6.14 **“SPM approved training provider”** refers to the training provider you are affiliated to, who is a member of the SPM and is responsible for registering you on the SPMRT and monitoring your CPD status for your annual renewal.
- 6.15 **“Services”** means the Services as defined above.
- 6.16 **“User”** means an individual using the Website.
- 6.17 **“User Content”** means the information you provide for your application or profile update which is displayed publicly.

6.18 “**Website**” means our [Website](#) on which the Directory is displayed.

7. OUR STAKEHOLDERS

- 7.1 **Employers:** these are specifically training provider employers, who will be able to use the Website to either look for new members of staff, or check to see if their staff are members.
- 7.2 **General public:** Users who wish to verify the status of their Pilates teacher or find a qualified teacher.

8. YOUR RESPONSIBILITIES

- 8.1 You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).
- 8.2 Members must update their membership account immediately if any of their circumstances or details change.
- 8.3 Failure to comply with the above is a Customer Default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
- 8.4 PD:Approval reserves the right to carry out any reasonable investigations should we suspect any breach of these Terms and Conditions.

9. AGREEMENT FOR USE OF THE DIRECTORY

- 9.1 When an Order has been submitted by your SPM approved training provider, PD:Approval can reject it for any reason, although we will inform your SPM approved training provider of the reason without delay (as stated below in clause 15.4).
- 9.2 A Contract will be formed for the Services ordered only when you receive an email from us confirming your membership (Approval Confirmation). You must ensure that the details of your Membership are complete and accurate and inform us immediately of any errors by logging into your account and submitting for approval any updates required. We are not responsible for any inaccuracies in the Order placed by your SPM approved training provider.
- 9.3 You will receive the Approval Confirmation within a reasonable time after making the Contract, but in any event not later than the delivery of any Services supplied under the Contract, and before performance begins of any of the Services.
- 9.4 We intend that these Terms and Conditions apply only to a Contract entered into by you as a Customer.

10. MEMBERSHIP

- 10.1 PD:Approval offers an annual Membership (1 year) to professionals with SPM recognised qualifications from an SPM approved training provider in the following roles:
 - Pilates Matwork Teacher
 - Pilates Comprehensive Teacher

11. MEMBERSHIP FEE

- 11.1 The fee for our Services (Membership Fee) is paid via your SPM approved training provider.
- 11.2 SPM approved training providers are also bound by an additional set of Terms & Conditions which will be provided with their partnership agreement.

12. MEMBERSHIP WITHDRAWAL AND CANCELLATION

- 12.1 You can cancel the Contract by telling your SPM approved training provider and PD:Approval no later than 14 days after the Contract was made, if you simply wish to change your mind and without giving us a reason, and without liability, except in that case below.
- 12.2 This is a distance contract (as defined below) which has the cancellation rights set out below.
- 12.3 **Right to cancel:** Subject as stated in these Terms and Conditions, you can cancel this contract within 14 days of the Contract start date without giving any reason. The cancellation period will expire 14 days from the day the Contract was entered into.
- 12.4 To exercise the right to cancel, you must inform your SPM approved training provider copied to [PD:Approval](#) by email of your decision to cancel this Contract by a clear statement setting out your decision. You can also use the attached model [cancellation form](#), but it is not obligatory. In any event, you must be able to show clear evidence of when the cancellation was made, so you may decide to use the model cancellation form.
- 12.5 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 12.6 Refund of any membership fee paid by you for membership of the SPMRT will be at the discretion of your SPM approved training provider.

13. DURATION, TERMINATION AND SUSPENSION

The Contract continues for a period of up to 1 (one) year. Your first period of membership will be determined by your SPM approved training provider's own membership renewal date

- 13.1 Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
 - a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. is subject to any step towards its bankruptcy or liquidation.
- 13.2 On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.
- 13.3 If the Contract is terminated by you (except if terminated under 12.1) or by PD:Approval for any reason, no refund will be given for any remaining months of your membership period.

14. YOUR ORDER REVIEW

- 14.1 Only when payment is received will we commence our review of your Order.
- 14.2 Your SPM approved training provider will provide us with details of the qualification you have gained which meets our entry criteria.
- 14.3 **Approval:** If your Order is approved we will notify you by automated Approval Confirmation email with further instructions. Your SPMRT Membership will start from the date of this Approval Confirmation email and will be prorated to the next renewal date if required (which will be determined by your SPM approved training provider).
- 14.4 **Non-approval:** If your Order is not approved, we will write to your SPM approved training provider informing them of the reasons.

15. APPROVED MEMBERS

- 15.1 Once you have received your Approval Confirmation email, you can use your email address (username) to create the password for your personal account with the Reset Password functionality, which will be detailed in your Approval Confirmation email.

- 15.2 You will be provided with an **Account page** which shows the details of your current Membership with a Welcome letter where you can download your membership logo, your Membership certificate, a public **Profile page** and a **Media folder** to upload pictures or video to populate your public Profile page.
- 15.3 Any application for an additional framework category must come via your SPM approved training provider.

16. YOUR MEMBERSHIP PROFILE

- 16.1 As a Member, you can add the following to your public profile:
 - a. Your profile picture (head and shoulders) on your Profile page
 - b. Images and video to your Media tab which you can add to the Gallery on your Profile page
 - c. Your social media links
 - d. Your website address
- 16.2 In addition, an optional **Contact Me** form can be made available for Users to ask questions, which once submitted will go direct to your email inbox. This feature can be turned off if you do not wish Users to contact you.
- 16.3 The following fields are pre-populated with the information you provided on your Order form (which are searchable by the filters on the Website's Search page):
 - a. Your name
 - b. Area of operation (shown on the map and based on the City and Region you have specified on your Order form – see 17.4)
 - c. Category of Registration (ie Matwork Teacher, Comprehensive Teacher)
- 16.4 City and region, not your postcode, are selected to show your location on the searchable map for data protection purposes.
- 16.5 Once your page is live, you can update any details whenever you like, however they will not be live until they are submitted and approved by PD:Approval.
- 16.6 Any personal data or contact details you add to your public profile is done so at your own risk.

17. INTELLECTUAL PROPERTY AND LICENSE TO USE OUR WEBSITE

- 17.1 PD:Approval grants you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by PD:Approval as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by PD:Approval, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission. All Intellectual Property pertaining to the Services belongs to PD:Approval.
- 17.2 You agree not to use the Website and the Services negligently, for fraudulent purposes or in an unlawful manner. Likewise, the User agrees not to partake in any conduct or action that could damage the image, interests or rights of the Website or third parties.
- 17.3 All content included on this Website, such as text, graphics, logos, button icons, images, video, audio clips, data compilation, and software, is the property of PD:Approval, its merchants, or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of PD:Approval.
- 17.4 You have no authorization to copy, transmit, distribute, display, republish, post, or upload from our Website in any way without our prior written approval, or stated otherwise on our site. You may print a copy of our site's content strictly for personal use only. By doing so, you also consent not to directly or indirectly change

or remove any copyright, trade name, service mark, trademark, or any other proprietaries shown on any of our content. Any alterations or use of content outside the guidelines of this Terms and Conditions violates intellectual property rights. By accessing our Website, you do not own any rights or titles to our content or other intellectual properties.

- 17.5 PD:Approval respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Website infringe upon your copyright or other intellectual property right, please send the following information to PD:Approval at spmrt@pdapproval.com.
- Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
 - A statement specifically identifying the location of the infringing material, with enough detail that PD:Approval may find it on the Website. Please note: it is not sufficient to merely provide a top-level URL.
 - Your name, address, telephone number and e-mail address.
 - A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
 - A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
 - An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.
- 17.6 By providing User Content to or via the Service, you grant PD:Approval a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed.
- 17.7 PD:Approval disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:
- You are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize PD:Approval and Users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by PD:Approval, the Service, and these Terms.
 - Your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause PD:Approval to violate any law or regulation.
 - Your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.
 - Your User Content does not and will not contain Hateful Content, a Threat of Physical Harm, or Harassment.
- 17.8 The content and information available on the Website (including, but not limited to, data, information, text, music, sound, photos, graphics, video, maps, icons or other material), as well as the infrastructure used to provide such content and information, is proprietary to PD:Approval and/or licensed to PD:Approval by third parties.
- 17.9 For all content other than your own content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software or Services obtained from or through the Website. Additionally, you agree not to:
- Use the Services or content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this agreement and related guidelines as made available by PD:Approval;
 - Access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any content of the Services, including but not limited to, using any robot, spider, scraper or other automated

- means or any manual process for any purpose not in accordance with this agreement or without the express written permission of PD:Approval;
- c. Violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
 - d. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
 - e. Deep-link to any portion of the Services for any purpose without the express written permission of PD:Approval;
 - f. "Frame", "mirror" or otherwise incorporate any part of the Services into any other websites or service without the prior written authorization of PD:Approval;
 - g. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by PD:Approval in connection with the Services;
 - h. Circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content;
 - i. Download any Content unless it's expressly made available for download by PD:Approval.

18. DISCLAIMER OF WARRANTIES

- 18.1 PD:Approval will provide its Services with reasonable skill and care but does not give any guarantees, warranties or representations in respect of any other person's services.
- 18.2 Because of the nature of the Internet PD:Approval provides and maintains the Website on an "as is", "as available" basis and makes no promise that use of the Website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet Services for any reason beyond our control.
- 18.3 Our Website may from time to time contain links to other websites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.
- 18.4 Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.
- 18.5 You will be responsible for any breach of these terms by you and if you use the Website in breach of these terms you will be liable to and will reimburse PD:Approval for any loss or damage caused as a result.

19. LIABILITY

- 19.1 PD:Approval does not exclude liability for (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of our legal obligations. Subject to this, we are not liable for: (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg. loss of profit) to you or your business, trade, craft, profession.
- 19.2 In addition, PD:Approval will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.
- 19.3 These terms do not affect your statutory rights as a Customer which are available to you.
- 19.4 PD:Approval excludes all liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to PD:Approval and PD:Approval shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:
 - a. Any incorrect or inaccurate information on the Website;
 - b. The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the Website or any product or Service purchased through the Website;

- c. Any loss or damage resulting from your use or the inability to use the Website or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control;
 - d. Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong;
 - e. Any amount or kind of loss or damage due to viruses or other malicious software that may infect a User's computer equipment, software, data or other property caused by persons accessing or using content from the Website, or from transmissions via emails or attachments received from PD:Approval.
 - f. In the event PD:Approval is found to be liable in any way, the maximum amount of liability shall be limited to the amount of the last annual Membership Fee paid.
- 19.5 PD:Approval does not accept any liability or responsibility for our Members. In addition, we do not accept any liability or responsibility in the event one of our Members is or becomes involved in any form of gross misconduct or any form of criminal acts.
- 19.6 PD:Approval may perform quality assurance checks against our Members' skills (Matwork Teacher, Comprehensive Teacher) and additional framework categories to ascertain if they are legitimately qualified and in order for our Members to be listed on our Directory.
- 19.7 As a Member, you agree to keep up with your external and regulatory commitments to your continuing professional development (CPD) each year via your SPM School.
- 19.8 Members based internationally must adhere to the regulations applicable in their country of work.
- 19.9 PD:Approval will not intervene in any disputes between members and other members, Users or employers.
- 19.10 PD:Approval is not a recruitment agency. By engaging with a Member from our Website, Users do so at their own risk.
- 19.11 PD:Approval does not carry out Disclosure and Barring Service (DBS) checks on Members or check that our Members have current insurance.
- 19.12 PD:Approval does not accept any liability for Members' personal information on the Website being utilised by Users for any unintended purpose.

20. CODE OF PRACTICE

- 20.1 The [SPMRT Code of Practice](#) is a guideline of how Members should conduct themselves in their professional role. Members must agree to the code as part of the Order process and are expected to follow the principles of the code throughout the duration of their membership.

21. RENEWAL

- 21.1 Your SPM approved training provider is responsible for processing your annual renewal and providing PD:Approval with clarification of your CPD status.
- 21.2 In the event you do not keep up with your professional development and meet the mandatory CPD requirements for membership, your membership will not be eligible for renewal.

22. SUCCESSORS AND SUB-CONTRACTORS

- 22.1 PD:Approval can only transfer the benefit of this Contract to the SPM, who will remain liable to you as a Member for its obligations under the Contract.

23. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 23.1 In the event of any failure by a party (you, us or your SPM approved training provider) because of something beyond its reasonable control:
- a. the party will advise the other parties as soon as reasonably practicable; and

- b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel) or the Member's rights.

24. PRIVACY

- 24.1 Your privacy is critical to us. We respect your privacy and comply with the UK General Data Protection Regulations (GDPR) with regard to your personal information.
- 24.2 These Terms and Conditions should be read alongside, and are in addition to, our policies, including our [privacy and cookies policy](#).
- 24.3 For the purposes of these Terms and Conditions:
 - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.
 - b. 'GDPR' means the UK General Data Protection Regulation.
 - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.
- 24.4 PD:Approval is a Data Controller of the Personal Data we process in providing the Services to you.
- 24.5 Where you supply Personal Data to us so we can provide Services and Goods to you, and we process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
- 24.6 PD:Approval provides an anonymous Contact Me form on each profile page (your email address will not be displayed). Any personal data or contact details you add to your public profile is done so at your own risk.
- 24.7 For any enquiries or complaints regarding data privacy, you can contact PD:Approval on (+44) 0333 577 0908 or by email at spmrt@pdapproval.com.

25. COMPLAINTS

- 25.1 Any complaints relating to the SPMRT and its members must be submitted to us through our formal complaints policy [complaints po](#) and will if necessary be forwarded to the relevant SPM approved training provider to process.

26. GOVERNING LAW AND JURISDICTION

- 26.1 The Contract (including any non-contractual matters) is governed by the law of England and Wales.
- 26.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.