



CONTRACT SUMMARY

This document sets out the Conditions between Garuda and Garuda Students who learn how to use Garuda Method from a Master Garuda Trainer.

You have expressed an interest to learn the Garuda Method, and for this purpose you would like to undertake the Garuda Method training.

Garuda agrees that you may undertake the Workshops as a student in order to teach your own Classes using the Garuda Method, in accordance with these Conditions.

Before starting the Garuda Method training, you will need to sign this Garuda Student Contract as it explains what you can and can not do during and after the training with the Confidential Information and other details about the Garuda Method that you will receive.

When you sign the following Contract, a legally binding agreement will be formed between you and Garuda. Therefore, you should read the following carefully and should let us know if you have any questions before signing it.

KEY CONTRACT PROVISIONS

Clause 2 - Application of the Contract: A contract will be formed between you and Garuda when you sign this Contract.

Clause 3 - Confidentiality: You can use the Confidential Information (as defined below) only for the Purpose of learning the Garuda Method.

Clause 4 - Intellectual Property: Garuda has developed the Garuda Method and the Garuda Apparatus to be used in the Business. We are the exclusive owner of all rights in the Trade Marks and other Intellectual Property Rights including the Garuda Trade Mark, Name, logo, copyrights in our materials and you will acknowledge our ownership during your Classes.

Clause 5 - Your Obligations: i) You will advertise your teaching method as “Garuda Method” and you will not claim Garuda Method as your own work whilst advertising your business and running your Classes; ii) You will ensure that the Garuda Method is taught in your Classes in strict compliance with the Training Manual and, in particular, that no adaptations of the Garuda Method are made without our express prior written permission; iii) You will teach your Classes with all due care, skill and ability.

Clause 8.5 - Choice of Law: Through this provision, you and we agree that the terms of the Contract will be governed by English law.

GARUDA STUDENT CONTRACT DETAILS

These Contract Details, together with the attached Garuda Student Standard Terms and Conditions (**Conditions**) set out the basis of our contract with you. Defined terms used in the **Contract** are either as set out in these Contract Details, or shall have the meaning given to them in the Conditions.

PARTIES

1. **D’SILVA LIMITED**, a company incorporated in England and Wales with company number 06893792 and whose registered office is at 7 Granard Business Centre, Bunns Lane, Mill Hill, London, NW7 2DQ (“**Garuda**”, “**we**”, “**us**”, “**our**”); and
2. **[NAME & SURNAME of the Garuda Student]** of **[Please Insert the Address of the Garuda Student]** (“**Garuda Student**”, “**you**”, “**your**”)

CONTRACT DETAILS

E-mail Address of the Garuda Student

Name of the Garuda Master Trainer

Name of the Workshop

Fees

SIGNATURES

The Contract has been entered into on the date of signature as indicated below or, if signed on two different dates, the later of those dates (**Commencement Date**).

Signed for and on behalf of D’SILVA LIMITED	Signed by [NAME & SURNAME the Garuda Student]
Date:	Date:
Name:	Name:

D'SILVA LIMITED

Garuda Student Terms and Conditions

1. Definitions

The following definitions will apply in these Conditions:

Classes: the classes that you may teach to consumer individuals using the Garuda Method once you become a Garuda Teacher in accordance with these Conditions; **Conditions:** these Garuda Student Terms and Conditions; **Confidential Information:** any information which is disclosed to you by us or by a Master Garuda Trainer pursuant to, or in connection with the Garuda Method or the Garuda Apparatus, whether orally or in writing and whether or not such information is expressly stated to be confidential, other than information which is already in the public domain not as a result of a breach of any obligation of confidentiality; **Contract:** the contract between Garuda and you which incorporates these Conditions and the Contract Details; **Contract Details:** the document headed "Garuda Student Contract Details" to which details are attached; **Garuda Apparatus:** the apparatus used as part of the Garuda Method, as may be used by Garuda and/or sold to you by Garuda, under separate terms and conditions; **Garuda Method:** the fitness regime conceived and developed by James D'Silva; **Garuda Student:** you or a person learning how to teach the Garuda Method to other individuals (excluding Garuda Teachers, or others who would be a Garuda Student) as part of your or his/her business; **Garuda Teacher:** someone who has been a Garuda Student and who has completed all relevant training to be able to teach the Garuda Method, as per these Conditions; **Intellectual Property Rights:** all copyright, trade marks, designs, databases, patents, know-how and any performance rights subsisting in copyright works or any other intellectual property in the Garuda Method and Garuda Apparatus, or belonging to us, in whatever form; **Master Garuda Trainer:** the person appointed by Garuda as the "Master Garuda Trainer" in the region where the Garuda Student is located, as notified by Garuda to the Garuda Student; **Purpose:** participating in Workshops to learn how to teach the Garuda Method and the Garuda Apparatus to other individuals (excluding Garuda Teachers, or others who would be a Garuda Student) as part of your business; **Training Manual:** the items supplied by Garuda, including a DVD demonstrating the current Garuda Method, guidelines and recommendations for teaching the Garuda Method and revisions or replacements of these items as provided by Garuda from time to time; **Workshop:** any session lasts more than ninety (90) minutes which incorporates the Garuda Method or the Garuda Apparatus, as taught by a Master Garuda Trainer for a Garuda Student; **Workshop Period:** the period over which the Workshops will be conducted.

2. Application

These Conditions will become binding on you and us upon your signature of the Contract Details, and that is when a legally binding contract will be formed between us and you.

3. Confidentiality Obligations

3.1 Confidential Information that we provide to you directly, or by a Master Garuda Trainer, is subject to the following conditions:

- a) You are provided with the Confidential Information solely and exclusively for the Purpose;
- b) You will hold the Confidential Information in confidence;
- c) You will not at any time copy Confidential Information, or use or disclose it to third parties without Garuda's explicit and written permission and except as permitted in these Conditions.
- d) Photographs, sketches, models, memoranda, audio and video recordings during the Workshop are not permitted, unless with our prior written permission;
- e) Handwritten notes taken by you for personal use are permitted and may be retained by you, provided that you agree that such notes may not be copied or used in any way other than for the Purpose. You agree that the notes may not be recreated or otherwise incorporated into any materials including but not limited to brochures, academic publications, instructional curriculum, advertisements, audio broadcasts, video broadcasts or any other written, digital or electronic media now known or developed in the future.

4. Intellectual Property Rights

- 4.1** You acknowledge that we are the owner of the Intellectual Property Rights in the Garuda Method and Garuda Apparatus, together with any materials (including the Training Manual), or other information provided to you by us or a Master Garuda Trainer.
- 4.2** You acknowledge our ownership in trade marks for GARUDA and the GARUDA Apparatus (the "**Trade Marks**") and any other Intellectual Property owned by us.
- 4.3** It is agreed that you will not contest the validity of the Trade Marks or other Intellectual Property Rights or otherwise adversely affect our right, title or interest in and to the Trade

Marks or other Intellectual Property Rights and you will not register, apply to register or aid a third party in registering the Trade Marks or other Intellectual Property Rights or a confusing similar variation thereof anywhere in the world.

- 4.4 You agree to not use the Trade Marks or other Intellectual Property Rights or any similar variation thereof in any manner whatsoever except as described in these Conditions, including but not limited to domain name registration, the rights in which are reserved to Garuda.
- 4.5 You will be permitted to use the Trade Marks in connection with advertising and promotional materials in connection with the Garuda Method and Garuda Apparatus. However, you will submit to us copies of all advertising, promotional material and other materials on which the Trade Marks appear. You specifically undertake to amend any such advertising or promotional material as and when requested by us and to our satisfaction.
- 4.6 You will not use the Trade Marks or other Intellectual Property Rights beyond the scope of activities in these Conditions without our express prior written permission.
- 4.7 Any goodwill attaching to the Trade Marks or reputation in any of our Intellectual Property Rights shall accrue to us and you will do all necessary acts in order to confirm this, as we may request from you.

5. Your Obligations

- 5.1 If you complete the course of Workshops to the satisfaction of the Master Garuda Trainer, you will be issued with a certificate of completion. Once certified, you will be permitted to use the Garuda Method and use Garuda Apparatus for running your Classes to individuals, provided those individuals are not Garuda Teachers or another Garuda Student or anyone seeking to teach the Garuda Method themselves. During the two (2) years from receiving your certificate, you should attend a review whereby we will refresh and update you on relevant materials for teaching the Garuda Method. At the end of this review period, we will issue another certificate if we are satisfied that you can become a Garuda Teacher. You will not become a Garuda Teacher until we are satisfied that you can be certified and you may require additional training in order to reach this. You acknowledge that you will be reviewed every two (2) years during the Term and your certificate may be removed at any point during the Term. Where you do not attend a review during any two (2) year period:
 - (a) you may only be classified as a trainee instructor;
 - (b) you will not be certified and will not be promoted or appear as an instructor on our website; and
 - (c) you will not have access to our marketing materials and/or studio resources.
- 5.2 You will use your best endeavours to promote the Garuda Method and in accordance with our instructions using any materials (including our logo and font) supplied by us.
- 5.3 When you are permitted to use the Garuda Method, you will advertise your teaching method as "Garuda Method" and you will not claim Garuda Method as your own work whilst advertising your business and running your Classes.
- 5.4 You will ensure that the Garuda Method is taught in your Classes in strict compliance with the Training Manual and, in particular, that no adaptations of the Garuda Method are made without our express prior written permission.
- 5.5 You will teach your Classes with all due care, skill and ability.
- 5.6 You will not do or omit to do anything which would be prejudicial to Garuda, a Master Garuda Trainer or other Garuda Teacher, or to the Garuda Method, Garuda Apparatus, or the Trade Marks, in any way.
- 5.7 If you have any ideas or proposed adaptations of the Garuda Method and/or Garuda Apparatus, then you will let us know. If we agree to make any such adaptations then those will form part of the Garuda Method and/or Garuda Apparatus and you hereby assign any and all rights that you have in such adaptations to us, absolutely.

6. Data Protection

- 6.1 You acknowledge that for the purposes of the General Data Protection Regulations 2016 and the Data Protection Act 2018, we are the data controllers in respect of any personal data you provide to us.
- 6.2 We shall only handle your personal data in accordance with our Privacy Policy, which can be found on our website.

7. Liability

- 7.1 We do not make any representation or offer any warranty with respect to the completeness or accuracy of any Confidential Information and/or Intellectual Property Rights.
- 7.2 Our liability to you in respect of any loss, cost, expense, claims or other liabilities shall be limited to any fees paid by you to us in a 12 month period, in aggregate.

7.3 We will not be liable to you in any way for any losses, liabilities, costs, claims, expenses or proceedings arising out of or in connection with any loss of profit, loss of contract, loss of opportunity, loss of goodwill or any other indirect or consequential loss whatsoever.

8. General

8.1 Third Party Rights: These Conditions are between you and us. No other person will have any rights to enforce any of its terms.

8.2 Severability: If any provision in these Conditions is found to be illegal, invalid or unenforceable in whole or in part then the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. You and we intend that the legality, validity and enforceability of the remainder of these Terms and Conditions shall not be affected.

8.3 Entire agreement: These Conditions constitute the entire agreement between us and you, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. We acknowledge that in entering into the Contract governed by these Conditions, neither of us rely on, and shall have no remedies relating to, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Nothing in this clause shall limit or exclude any liability for fraud.

8.4 The Contract governed by these Conditions shall survive expiry and/or termination of the Workshop Period.

8.5 This Contract is governed and construed by English law (in relation to contractual or non-contractual matters) and the courts of England have the exclusive jurisdiction.