

THIS AGREEMENT is made on the _____ (Insert date)

BETWEEN: (1) The Wise Hippo Limited (Company No: 08424876)
55 Crown Street, Brentwood, Essex CM14 4BD

(2) _____

[Insert company name, registered number (if applicable) and registered or trading/home address]

IT IS AGREED as follows:

1. DEFINITIONS

In this Agreement unless the context otherwise requires:

"Distributor"	Means, "The Wise Hippo Limited"
"The Wise Hippo Birthing Programme"	Means, Any educational material produced by the "Distributor"
"Instructor"	Means the party defined in point (2) above who is intending to teach "The Wise Hippo Birthing Programme"
"Licence Fee"	Means the annual amount of money payable by the "Instructor" in order to use "The Wise Hippo Birthing Programme"
"Hypnosis for Birth Teachers"	Means, those that have been recognised by a certified body to teach an hypnosis for childbirth programme
"Agreement Fee"	Means, One Hundred and Fifty Five Pounds Stirling, unless subject to special offers as defined by the "Distributor"
"Expectant Client"	Means, an individual or couple that have purchased "The Wise Hippo Birthing Programme"
"Centralised Ordering System"	Means, the supply of training materials to an "Expectant Client" from the "Distributor"
"Personal Review"	Means, the way by which an "Instructor" will show their understanding of how to teach "The Wise Hippo Birthing Programme"
"Client Evaluation Form"	Means the way a client will show how they evaluate their Instructors ability to teach "The Wise Hippo Birthing Programme".

2. GRANT OF RIGHT

- 2.1. "Distributor" grants the "Instructor", and the "Instructor" accepts from "Distributor" subject to the terms and conditions below, the non-exclusive, limited agreement under copyright (hereinafter referred to as the "Agreement") to possess, promote, and teach "The Wise Hippo Birthing Programme" as set out in this agreement, for educational use within an educational context.
- 2.2. The "Instructor" is responsible for ensuring that they only provide services to clients solely in those areas in which they are competent.
- 2.3. The "Instructor" is responsible for ensuring that they have the appropriate valid insurance for the purposes in which they teach.

3. PAYMENT

- 3.1. The "Instructor" shall pay the "Distributor" a non-refundable fee (the "Agreement Fee") at the time of execution of the "Agreement", payable in Sterling (GBP) to the sum of £155.00 or agreed special offer price as applicable. (Plus postage* and packaging). *Costs may vary dependant on location.
- 3.2. Any bank charges incurred by parties other than the "Distributor" shall be met by the "Instructor".

4. DELIVERY

- 4.1. The "Distributor" shall agree to ship "The Wise Hippo Birthing Programme" within 6 business days from receipt of order, following full execution of this "Agreement" and "Distributor's" receipt of the "Agreement Fee".
- 4.2. The "Wise Hippo Birthing Programme" manual will be delivered to "Instructor's" address as set forth below unless "Instructor" otherwise notifies "Distributor" in writing.
- 4.3. The DVD contained within this programme shall be in standard definition NTSC or PAL format as specified on the order form. Delivery shall be made to "Instructor's" address as set forth below unless "Instructor" otherwise notifies "Distributor" in writing.
- 4.4. The "Instructor's" session planner will be available as a downloadable document in PowerPoint and PDF formats, available on the Instructor area of www.thewisehippo.com
- 4.5. The background music and birth affirmations will be available as downloadable digital format for, example mp3, available on the Instructor area of www.thewisehippo.com
- 4.6. "Instructor" shall notify "Distributor" in writing specifying any defects in any of "The Wise Hippo Birthing Programme" materials within 15 days of receipt. Any objections not made by "Instructor" within said time period shall be deemed waived.

5. RESERVATION OF RIGHTS

- 5.1. The "Instructor" understands and agrees that the whole of "The Wise Hippo Birthing Programme", including all text, illustrations and associated digital format, is protected by copyright. It is intended for individual, personal use by "The Wise Hippo Birthing Programme" "Instructors" only and may not be sold, reproduced, altered, adapted, distributed, or in any way disseminated by any "Instructor" without first obtaining written permission to do so.

The Wise Hippo Birthing Instructors Fast Track Programme Agreement (TWH260414)

- 5.2. The "Instructor" agrees that the whole of "The Wise Hippo Birthing Programme" is to be taught in its entirety (total 10 hours).
- 5.3. The "Instructor" agrees to provide the "Expectant Client" with full course materials or to provide them with the details of how to purchase their own course materials via the "Centralised Ordering System".
- 5.4. The "Instructor" is responsible for ensuring that all "Expectant Clients" have all relevant training materials prior to the commencement of "The Wise Hippo Birthing Programme".
- 5.5. The "Instructor's" right to use "The Wise Hippo Birthing Programme" materials and to have included and maintain their entry on The Wise Hippo Birthing website course directory is subject to the following conditions:
- Provide a "Personal Review" and "Client Evaluation Form" for their first Wise Hippo Client and "Client Evaluation Form" for all subsequent clients.
 - Review the recorded refresher training sessions annually by the anniversary of this received signed 'Agreement'.
 - Display on their own personal website (if they have one) that they are teaching The Wise Hippo Birthing Programme.
 - Display The Wise Hippo Logo on their site.
 - Pay a "Licence Fee" of £50.00 annually by the anniversary of this received signed "Agreement".
- 5.6. All rights not expressly granted hereunder are reserved by the "Distributor".

IN WITNESS OF THE ABOVE the parties have signed and delivered this "Agreement" on the date written at the head of this "Agreement"

Signed for and on behalf of:

[Insert Company / Individual name]

Name: _____

Position: _____

Signature: _____

Signed for and on behalf of:

The Wise Hippo Limited

Names: Dany Griffiths / Tamara Cianfini

Position: Directors

Signatures:

