



TOUCH OF HAPPINESS

PROFESSIONAL TRAINING AGREEMENT

Intimate Bodywork Practitioner Training Programme

This Agreement is entered into between:

Elizabeth Sheppard trading as Touch of Happiness ("the Provider")

and

The enrolled student ("the Student")

By signing this Agreement and/or paying the course deposit or fees, the Student agrees to be legally bound by the terms set out below.

This Agreement is governed by the laws of England and Wales.

1. Course Purpose & Educational Scope

1.1 This Programme is a professional practitioner-level training designed to equip Students with knowledge, skills, ethical awareness and embodied competence to practise Intimate Bodywork professionally.

1.2 The Programme includes:

- Online and in-person teaching components
- Practical training in touch-based techniques, including full-body and genital massage
- Education in consent, boundaries, ethics, hygiene and professional conduct
- Case study requirements and assessment

1.3 This Programme is a professional training course. It is not:

- A personal development retreat

- A therapeutic treatment
- An erotic exploration space
- A guarantee of income or employment

1.4 The Provider's role is strictly educational: to teach, assess and certify students who meet the required standards.

2. Core Course Values

All Students and tutors agree to uphold the following:

- **Consent & Respect** – honouring autonomy and personal boundaries
- **Professionalism** – approaching this work with integrity and accountability
- **Confidentiality** – protecting participant and client privacy
- **Inclusivity** – respecting diversity of bodies, identities and backgrounds
- **Self-Responsibility** – taking ownership of emotional responses and behaviour
- **Non-Sexualisation of the Training Space** – this course is not a space for sexual performance or gratification

While sexual energy may arise in this work, the training environment is educational and professional in nature.

3. Voluntary Participation & Capacity

3.1 The Student confirms they are over 18 and have full legal capacity to enter this Agreement.

3.2 The Student confirms voluntary enrolment and that they are participating of their own free will.

3.3 The Student understands that:

- The training includes explicit anatomical education and intimate touch practice.
 - Participation in practical exercises is voluntary.
 - They may opt out of any exercise at any time, though repeated disengagement may affect certification.
-

4. Fees, Payment & Certification Conditions

4.1 A place on the Programme is secured upon receipt of the agreed deposit.

4.2 Full course fees must be paid by the specified deadline unless a written payment plan is agreed.

4.3 Certification will not be issued until:

- All modules are completed
- All case studies (20 sessions) are submitted and approved
- All fees are paid in full

4.4 The Provider makes no representations or warranties regarding commercial success following certification.

5. Refunds, Transfers & Deferment

5.1 Cancellation by Student:

- More than 30 days before the course begins: refund minus non-refundable deposit.
- 21–30 days before start: 50% refund of fees paid, minus deposit.
- Less than 21 days before start: non-refundable unless place is filled from waiting list.
- After the course begins: no refund except in exceptional circumstances at the Provider's discretion.

5.2 Deferment:

In exceptional circumstances, deferment may be granted at the Provider's discretion.

Where approved:

- The Student must re-enrol and repeat the full Programme.
- A proportionate repeat fee applies depending on the module reached.
- A medical certificate may be required where illness is cited.

5.3 If the Provider cancels or reschedules the Programme, a refund or transfer will be offered proportionate to modules completed.

The Provider is not responsible for travel or accommodation costs.

6. Student Responsibilities & Code of Conduct

Students agree to:

- Attend all required in-person and online sessions
- Participate respectfully in practical and group work
- Maintain strict confidentiality
- Adhere to consent frameworks and hygiene standards taught
- Maintain professional boundaries
- Obtain appropriate insurance before offering paid sessions
- Comply with GDPR and data protection requirements

Grounds for dismissal without refund include:

- Breach of confidentiality
- Sexual harassment, coercion or boundary violations
- Discriminatory conduct
- Use of the course space to solicit sexual services
- Behaviour deemed unsafe or significantly disruptive

7. Assessment & Certification

Students will be assessed on:

- Attendance and engagement
- Practical skill development
- Case study portfolio (20 sessions)
- Ethical conduct
- Emotional maturity and self-awareness
- Ability to integrate feedback

The Provider reserves the right to delay or withhold certification if required standards are not met, even where coursework is complete.

8. Independent Professional Status of Graduates

8.1 Educational Role Only

The Provider's role is strictly limited to education, assessment and certification.

8.2 Independent Professional Practice

Any services offered by the Student before, during or after completion of the Programme are offered solely in the Student's independent professional capacity.

8.3 No Agency or Partnership

Nothing in this Agreement creates a relationship of employment, agency, partnership, joint venture, managed network or franchise between the Provider and the Student.

8.4 No Control of Commercial Activity

The Provider does not direct, supervise, organise or control the Student's commercial practice, pricing, marketing, service structure or client relationships.

8.5 No Financial Participation

The Provider receives no commission, percentage, referral fee or revenue share from any services offered by the Student following certification.

All payments made under this Agreement relate solely to tuition and training.

9. Legal Compliance & Insurance

9.1 The Student is solely responsible for ensuring that any professional practice complies with all applicable laws, local authority requirements, licensing obligations and regulatory frameworks.

9.2 The Provider does not provide legal advice regarding the legality of commercial practice.

9.3 Students must obtain appropriate practitioner insurance before offering paid sessions.

10. Confidentiality & Data Protection

Students agree to maintain strict confidentiality regarding:

- Fellow participants
- Case study clients
- Personal disclosures

All client information must be handled in compliance with UK GDPR.

11. Intellectual Property

All course materials, manuals, recordings, frameworks, branding and content remain the intellectual property of Touch of Happiness.

Reproduction or distribution without written permission is prohibited.

12. Personal Responsibility & Disclaimer

12.1 The Programme may involve deep emotional processes and exploration of embodied boundaries.

12.2 The Student is responsible for their own mental, emotional and physical wellbeing throughout.

12.3 The Programme is not a substitute for psychotherapy, trauma treatment or medical care.

12.4 The Student assumes responsibility for participation and acknowledges inherent emotional and physical risks.

13. Indemnity

The Student agrees to indemnify and hold harmless the Provider against claims arising from:

- The Student's independent professional activities
 - Breach of this Agreement
 - Misuse of certification
-

14. Limitation of Liability

To the maximum extent permitted by law, the Provider's liability under this Agreement shall not exceed the greater of:

- £100; or
 - The fees paid by the Student for the portion of the Programme in dispute.
-

15. Dispute Resolution

15.1 Parties agree to attempt resolution through good-faith discussion.

15.2 If unresolved, disputes shall be referred to mediation via a Civil Mediation Council accredited mediator.

15.3 If mediation fails, arbitration in England and Wales may be pursued.

16. Governing Law

This Agreement is governed exclusively by the laws of England and Wales.

Agreement

By signing below, the Student confirms that they:

- Have read and understood this Agreement.
- Understand that this is a professional training including intimate touch education.
- Agree to participate in accordance with the standards outlined above.
- Understand that failure to comply may result in removal without refund or certification.

Student name: _____

Student address: _____

Student signature: _____

Date: _____

Provider name: Elizabeth Sheppard _____

Provider address: Ground Floor Flat, 55 Preston Road, Brighton, BN1 4QE, UK _____

Provider signature: _____

Date: _____