



IMTA Terms and Conditions

Terms of use for this website, additional terms for membership

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Our Terms and Conditions

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with, and be bound by, the following terms and conditions of use, without limitation or qualification, which together with our Privacy Policy, govern our relationship with you in relation to this website.

If you disagree with any part of these terms and conditions, please do not use our website.

The term "Irish Massage Therapists Association" or "IMTA" or 'us' or 'we' refers to the owner of the website whose registered office is Irish Massage Therapists Association. The term 'you' refers to the user, member or viewer of our website.

General Terms and Conditions

1. The Site is intended for use by everyone who has an interest in massage in Ireland and includes both locals and visitors. You should assume that everything you see or read on the Site is copyrighted unless otherwise noted and may not be used except as provided in these Terms and Conditions or in the text on the Site without the written permission of Irish Massage Therapists Association.

Irish Massage Therapists Association does not warrant or represent that your use of materials displayed on the Site will not infringe the rights of third parties not owned by, or affiliated with, Irish Massage Therapists Association.

2. Images of people or places displayed on the Site are either the property of, or used with permission by, Irish Massage Therapists Association. The use of these images by you, or anyone else authorised by you, is prohibited unless specifically permitted by these Terms and Conditions or specific permission provided elsewhere on the Site. Any

unauthorised use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

3. Any personal data (for example, your name, address, phone number or e-mail address) you transmit to the Site by electronic mail or otherwise will be used by Irish Massage Therapists Association in accordance with the Site's Privacy Policy. To avoid any doubt, by using the Site you consent to such processing, as detailed in the Site's Privacy Policy. Any other communication or material you transmit to the Site, such as questions, comments, suggestions or the like, will be treated as non-confidential and non-proprietary.

4. While Irish Massage Therapists Association uses reasonable efforts to include accurate and up to date information in the Site, Irish Massage Therapists Association makes no warranties or representations as to its accuracy. Irish Massage Therapists Association assumes no liability or responsibility for any errors or omissions in the content of the Site.

5. Your use and browsing in the Site is at your own risk. Neither Irish Massage Therapists Association nor its affiliated entities, nor any of its agents or any other party involved in creating producing, or delivering the Site, are liable for any direct, incidental, consequential, indirect, or punitive damages or losses arising out of your access to, or use of, the Site provided that we not limit in any way our liability by law for death or personal injury caused by our negligence or breach of duty or caused by our gross negligence or wilful misconduct.

6. Irish Massage Therapists Association also assumes no responsibility, and shall not be liable for, any damage to, or virus that may infect, your computer equipment or other property on account of your access to, use of browsing in the Site or your downloading of any materials provided that we do not limit in any way our liability by law as defined in Section 5.

7. Everything on the Site is provided to you "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, provided that we do not limit in any way our liability by law as defined in Section 5.

8. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

9. Irish Massage Therapists Association has not reviewed any or all of the sites linked to the Site and is not responsible for the content, the privacy policies, or the security of any off-site pages or any other sites linked to the Site. These linked sites include, but are not limited to, Facebook, YouTube and Twitter. The presence of a link to a site on the Site is only for your convenience.

10. In these Terms and Conditions, 'affiliated entities' means any direct or indirect parent, subsidiaries, sponsors, or affiliated companies of Irish Massage Therapists Association.

11. You agree to defend, indemnify and hold harmless Irish Massage Therapists Association, its affiliated entities, and any other party involved in creating, producing or delivering the Site, and their respective directors, officers, employees, agents, shareholders, licensors and representatives, from and against all claims, losses, costs and expenses (including without limitation legal fees) arising out of (a) your use of, or activities in connection with, the Site or the software; and (b) any violation of these Terms and Conditions by you.

12. Irish Massage Therapists Association may at any time, and without notice, revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions to which you are bound. You will be bound by any changes to these Terms and Conditions even if you do not re-visit this page to re-read this notice.

13. These Terms and Conditions and your use of the Site are governed by the laws of Ireland. By using the Site you agree to submit to the exclusive jurisdiction of the Irish courts in the event of any dispute.

Additional Terms and Conditions when submitting content

14. If you submit content to the Irish Massage Therapists Association (including without limitation any text, photograph, graphics, video or audio), you grant us a licence to use, reproduce, modify, adapt, publish, create derivative works from, distribute and display in public that content in any form and media, on or in connection with the Site, at no cost to us and for as long as we require and you warrant that you own, or have rights to, the intellectual property in such content and have the right to grant this licence. You waive any moral rights in your contribution. You will indemnify us and keep us indemnified from, and against, all costs, claims, damages and expenses made against, or incurred by, us as a result of a third party alleging that the use of such content by us infringes the intellectual property rights of a third party.

15. Submissions. When submitting content, you agree not to do any of the following:

a) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the rights of any person or entity (including, but not limited to, rights of intellectual property, confidentiality, or rights of privacy);

b) upload or transmit any material which is unlawful, indecent, defamatory, hateful or racially, ethnically or otherwise offensive or objectionable, politically sensitive or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

c) upload or transmit files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received all necessary consents;

- d) upload or transmit any materials that infringe any patent, trademark, copyright or other proprietary rights of any third party;
- e) upload or transmit material that you do not have a right to make available under any law or contractual or fiduciary relationship (such as confidential information);
- f) upload or transmit any computer viruses, macro viruses, trojan horses, worms, corrupted files or anything else designed to interfere with, interrupt or disrupt, the normal operating procedures of a computer;
- g) use the system of uploading or transmitting content (or any part thereof) in a way that may cause the system (or the servers or networks connected to the system) to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the system is in any way impaired;
- h) where you are not the author of any material you are uploading or transmitting, delete any author attributions, legal notices or proprietary designations or within the material;
- i) hack into the system for any purpose whatsoever including 'breaking in' to the site with the aim of either stealing information or taking control of that system.

Becoming a member

16. The Irish Massage Therapists Association requires our members to have a minimum level of qualifications in a foundation level course covering 300+ hours of therapies and 100+ hours of anatomy and physiology.

Post-graduate courses are separate to that and fall into two categories.

- a) Any course taken with a qualification gained at the end, either by exam or certificate of competence, will be recognised and listed on a member's profile.
- b) Other courses that provide only a certificate of attendance will count towards CPD's but will not be recognised as new modalities studied and therefore not listed on a member's profile.

17. When registering for membership the following is required:

17.1 Full Membership (Fee €100 pa)

- a) Graduates of approved training programmes of 300+ hours of massage and related training, with a minimum of 100 training hours in Anatomy & Physiology:
 - CIBTAC and CIDESCO courses for body therapies.
 - ITEC foundation courses, including the current curriculum courses of Diploma in Holistic Massage, Diploma in Aromatherapy, Diploma in

Complementary Therapies, Diploma in Indian Head Massage, Diploma in Massage, Diploma in Reflexology, Diploma in Reiki, Diploma in Sports Massage level 3, Diploma in Sports Massage Therapy level 3, Diploma in Anatomy & Physiology, Certificate in Anatomy, Physiology & Pathology for Complementary Therapies.

- VTCT foundation courses, including the current curriculum courses of Diploma in Aromatherapy, Diploma in Complementary Therapies, Diploma in Massage, Diploma in Reflexology, Diploma in Sports Massage Therapy, Diploma in Preventing Injuries in Sport and Active Leisure.
- BSc from IT Tralee and IT Carlow.
- FETAC courses and Beauty Therapy courses from both ITEC and VTCT need to be assessed on modules taken.
- This list is not exhaustive.

b) Graduates from unknown training programmes (national or international) must meet the same standards of 300+ hours of massage and related training, with a minimum of 100 training hours in Anatomy & Physiology and provide supporting documentation sourced from the college including:

- Module descriptors
- Specific Learning Outcomes (SLO's)
- Assessment procedures

c) Additional documents needed from international courses:

- Comparability Statement from NARIC, showing where the course aligns to the Irish academic framework.
- Proof of membership of another professional body or state licence, where such licences exist.

d) Other requirements to membership that are subject to audit but do not need to be submitted at time of application (IMTA can provide assistance in compiling these documents):

- GDPR data protection Policy and Procedures
- HSA Risk Assessment and Safety Statement
- Consultation form
- Professional Indemnity Insurance
- After the first year of membership, 12 hours of CPD per annum.

e) Foundation qualifications gained as a result of correspondence courses will not be deemed as adequate for membership.

17.2 **Student Membership** (Fee €35 pa)

a) Students of approved training programmes of 300+ hours of massage and related training, with a minimum of 100 training hours in Anatomy & Physiology (as listed under Full Member).

b) Documents needed from Students:

- A letter on headed from the college confirming enrolment on an approved foundation level course.

c) Students from unknown training programmes (national or international) must meet the same standards of 300+ hours of massage and related training, with a minimum of 100 training hours in Anatomy & Physiology and provide supporting documentation sourced from the college including:

- Module descriptors
- Specific Learning Outcomes (SLO's)
- Assessment procedures

d) Other requirements to membership that are subject to audit but do not need to be submitted at time of application (IMTA can provide assistance in compiling these documents):

- HSA Risk Assessment and Safety Statement
- Consultation form
- Professional Indemnity Insurance

e) Students of post-graduate courses will not be eligible for Student Membership.

17.3 **Inactive Membership** (Fee €50 pa)

a) Qualified therapists who are not practicing due to illness or personal circumstances but would like to be members of the Irish Massage Therapists Association for information, education and benefit purposes and to be part of the Irish Massage Therapists Association family of members.

b) Inactive Members must have been a Full Member previously to be eligible for this membership level for a minimum of one membership year.

c) CPD criteria will not apply in this category.

18. Members agree to abide by the Code of Ethics of the Irish Massage Therapists Association.

19. Members agree to uphold the Constitution of the Irish Massage Therapists Association.