GENERAL TERMS AND CONDITIONS
YOGARI

1. Definitions

1. General Terms and Conditions: The general terms and conditions used by Yogari, which have been published at the Byoga website, www.byoga.co.uk. These General Terms and Conditions are also available for download at www.byoga.co.uk/terms-and-conditions .
2. Additional Terms and Conditions: the additional general terms and conditions applicable to the Workshops, Courses and Retreats organised by Yogari.
3. Yogari: Yogari is represented by Peter Roussel and has its official seat at Lubeckstraat 100, 2517st Den Haag and is listed in the Trade Register under number 66156173
4. Class pass: a 5-class pass or a 10-class ass, as referred to in Clause 3.2.
5. Membership: the membership for attending yoga classes at Yogari, issued or to be issued by Yogari and paid or to be paid by the Participant.
6. Single Class: a single yoga class at Yogari to be attended and paid by the Participant, other than on the basis of any Membership.
7. Price: the total price of a Workshop, (Pre-) Teacher Training or Retreat, including the Deposit/application fee.
8. Private Class: a private yoga class at Yogari, for which the Participant must make an appointment in advance.
9. Private Class Pass: a pass for 5 private classes.
10. Course: a course organised by Yogari
11. Retreat: a yoga retreat organised by Yogari.
12. Participant: a person who attends and/or wishes to attend private or group yoga classes, courses, workshops or retretas at Yogari.
13. Teacher: the yoga teacher who has been contracted by Yogari
14. Website: the website of Yogari: www.byoga.co.uk
15. Workshop: A yoga workshop given or to be given by Yogari.

2. Scope of Application

1. The General Terms and Conditions apply to any membership and, where applicable, to the Class Pass, the Private Pass and Single and Private Classes of and at Yogari as well as to all Retreats, Teacher Trainings and Workshops.
2. By participating in a yoga class of Yogari, the Participant agrees to the applicability of these General Terms and Conditions.
3. Yogari may from time to time amend these General Terms and Conditions. The most recent version of the Terms and Conditions is always the version that is applicable and is always available at the Website.

3. Yogari offers the following possibilities of attending yoga classes at Yogari:

1. **SINGLE CLASS**
    a. The single class entitles the holder to one (1) yoga class.
    b. The single class is valid for two (2) weeks from the date of purchase. The 1 class must therefore be attended within two (2) weeks of the date of purchase. After that period this right lapses

2. **5 CLASS PASS / 10 CLASS PASS**
    a. The Pass entitles the holder to five (5) or ten (10) yoga classes.
    b. The Pass - 5 classes is valid for six (6) weeks after the date of purchase. The 5 classes must therefore be attended within six (6) weeks of the date of purchase. After that period, this right lapses.
    c. The Pass - 10 classes is valid for 12 weeks after the date of purchase. The 10 classes must therefore be attended within 2 weeks of the date of purchase. After that period, this right lapses.

3. **SINGLE PRIVATE CLASS**
    a. The single private class entitles the holder to one (1) private class.
    b. The single private class is valid for two (2) weeks from the date of purchase. The 1 class must therefore be attended within two (2) weeks of the date of purchase. After that period this right lapses.

4. **PRIVATE CLASS PASS**
    a. The “Private Class Pass” entitle the holder to five (5) private yoga classes 90 minutes
    b. The “Private Class Pass” is valid for six months from the date of purchase. This means that the five (5) must be attended within six months of the date of purchase.

4. Payment and Price Changes

1. All yoga classes organised by Yogari must be paid for before they are held. Payments can be made by Credit Pass (Visa, Master Pass) and Ideal. Yogari does not accept cash payments.
2. Yogari reserves the right to change the prices. The currently applicable rates are always mentioned on the Website.

5. Reservations for Yoga Classes

1. All classes are available for online booking 7 days in advance.
2. You can only book classes online, so not by phone or email.
3. You can cancel your booking until six (6) hours before the class starts. To do this, go to your account and cancel the class in your schedule.
4. If you cancel within six (6) hours before the class starts, this class will be charged from your card.

5. Cancelling an appointment for a private class can be done without charge up to 24 hours before the start of the appointment. You will be charged in full if canceled within 24 hours. Please be on time, we have to cancel the appointment if you are more than 10 minutes late since we can't guarantee the quality and benefits of the class anymore.

6. Schedule

1. The current schedule is mentioned on the Website. Yogari reserves the right to change the schedule at any time. If possible, any changes are announced in advance by mentioning them on the Website or by email.
2. Yogari reserves the right to cancel a yoga class that has been scheduled or to change the yoga teacher mentioned in the schedule in the event of force majeure, including illness of the teacher.
3. Yogari reserves the right to close its doors on public holidays or on other days.

7. Liability

1. Attending yoga classes, Workshops, Retreats and leaving belongings in the changing rooms are at the Participant's own risk. Yogari accepts no liability whatsoever for physical injury, loss or damage relating to a Participant's attending yoga classes, Workshops or Retreats and leaving belongings in the changing rooms at Yogari.
2. Yogari works exclusively with certified yoga teachers and always ensures high-quality yoga classes. Even so, a Participant always runs the risk of receiving an injury during a yoga class. By participating in a yoga class at Yogari, the Participant accepts this risk of an injury. Yogari provides the following guidelines for reducing the risk of an injury:
    a. Always consult a doctor before starting yoga classes if you are not sure that you are completely healthy or if you are pregnant.
    b. If you have an injury or any other physical inconvenience, always inform your yoga teacher about this before starting the yoga class.
    c. Listen to and follow the instructions of the relevant yoga teacher.
    d. Perform the yoga exercises carefully and bear your physical limitations in mind.
    e. Do not perform any yoga exercises that are painful.
    f. Ask questions if you do not understand an exercise.
    g. Avoid inverted poses, strong twists, backbends during menstruation. Consult the teacher privately for guidance.
    h. Consult the teacher privately for guidance when pregnant
3. Although we strive to only provide correct information on our website, we are not liable for any inaccuracy and no rights can be derived therefrom.

8. Personal Data

1. Yogari collects personal data of the Participants to update its membership records, to execute payment orders and for administration and information purposes. Yogari handles this collection of personal data with due care and complies with the provisions of the Dutch Data Protection Act.
2. Yogari uses the personal data referred to in Clause 8.1 to inform the Participants about activities of Yogari and any changes in the schedule, for example. If the Participant does not want to receive communications from Yogari, he or she may communicate this to Yogari by sending an e-mail to info@byoga.co.uk. The Participant or Participant is aware (s)he cannot use all online services and products of Yogari in that case.
3. Yogari never gives any personal data of the Participants to third parties without their prior written consent.

9. Governing Law and Dispute Settlement

1. The General Terms and Conditions are exclusively governed by Dutch law.
2. Any disputes relating to the General Terms and Conditions, any Membership, a Class Pass, a Private Pass or a Participants attending group and private yoga classes, Workshops or Retreats organised by Yogari are settled exclusively by the competent court in Den Haag or any higher court.

10. Code of Conduct

1. Participants shall adhere to Yogari's code of conduct at all times:
    a. Please make sure you are clean and fresh when you attend the yoga class. The use of unscented deodorant is highly appreciated. In view of potential allergies of other Participants, everyone is asked not to wear any perfume, aromatherapy oils or other scented products, and not to use any spray deodorant in the changing rooms.
    b. Wear clean yoga clothes in yoga classes, in which you can move easily.
    c. Yogari advises not to eat later than two hours before the start of the yoga class and, in any case, not to do yoga on a full stomach.
    d. Please do not wear shoes in the yoga studios. Shoes are to be placed on the floor at reception
    e. The physical and mental integrity of Participants must always be respected. (Please refer to the Yama and Niyama of Pantajali)
    f. Sexual behaviour or sexually suggestive behaviour is not tolerated by Yogari.
    g. Acts of aggression, including but not limited to; passive-aggression, cynicism, or other anti social behaviour will result in immediate rejection from the premises, a revoking of any right to access the Yogari premises and termination of the relevant Participants Membership without a refund of any membership or class fee paid already.

2. 2. Participants attendance is at the absolute discretion of Yogari. Yogari reserves the right to deny Participants, who do not observe the Code of conduct referred to in Clause 10.1, access to the Yogari premises and to terminate the Membership of the relevant Participants without a refund of any membership fee paid already.

ADDITIONAL GENERAL TERMS AND CONDITIONS FOR WORKSHOPS, COURSES AND RETREATS OF YOGARI

11. Applicability of Additional Terms and Conditions and Definitions

Retreats, Courses and Workshops are governed by these Additional Terms and Conditions in addition to the General Terms and Conditions. The General Terms and Conditions form an integral part of these Additional General Terms and Conditions. By participating in a Workshop, Course or Retreat, the relevant Participant accepts the applicability of the General Terms and Conditions and the Additional General Terms and Conditions.

12. Participation in Workshops, Courses and/or Retreats and Registration Fee

1. A Participant may participate in a Workshop or Retreat after he or she has registered for it with Yogari in advance and paid the Price. A spot in the Workshop, Course or Retreat is guaranteed after Yogari has received payment of the Price or the Deposit.
2. For some Workshops and Retreats, an “Early Bird Rate” applies. This reduced rate applies until the date specified on the Website. After this date the normal rate, which is also specified on the Website, applies without exception.

13. Payments and Prices for Workshops and Courses

1. The Price for a Workshop, Course can be found on the Yogari website.
2. Payments for a Workshop or Course must be made before the Workshop or Course is held. Payments can be made by IDEAL, Credit Pass (Master or Visa Pass).
3. In the event of participation in a Workshop or Course, the price must be paid at the time of booking
4. Yogari reserves the right to change the schedule at any time.

14. Cancellation of Workshop or Course Registration

1. Any participation in a scheduled Workshop or Course may be cancelled only in writing. Cancellations can be done by sending an e-mail to: info@byoga.co.uk
2. Until one (1) month before the scheduled Workshop or Course date, the Participant may cancel his or her registration free of charge.
3. If the Participant cancels his or her registration later than one (1) month before the scheduled Workshop, the registration fee is not refunded.
4. Yogari reserves the right to cancel the Workshop if there are insufficient participants. In this case, the registration fee already paid by the Participants is refunded immediately.

5. Yogari reserves the right to cancel a scheduled Workshop, in the event of force majeure (including illness of the relevant teacher). In this case, the registration fee already paid is refunded.

15. Payments and Prices for Retreats

1. The Price for a Retreat can be found on the Yogari website.
2. Payments for a Retreat must be made before the Retreat is held. Payments can be made by IDEAL, Credit Pass (Master or Visa Pass).
3. In the event of participation in a Retreat, the Deposit must be paid 60 days before the scheduled Retreat at the latest. The balance must be paid 30 days before the Retreat scheduled at the latest.
4. The current Retreats can always be found on the Website. Yogari reserves the right to change the schedule at any time.

16. Cancellation of Participation in Retreat

1. Any participation in a scheduled Retreat may be cancelled only in writing. This can be done by sending an email to info@byoga.co.uk.
2. The Retreat Participant may cancel his or her registration free of charge until two (2) months before the scheduled Retreat.
3. In between two (2) months and one (1) month before the scheduled Retreat, the Retreat Participant may cancel his or her registration, in which case 50% of the Price is charged.
4. If the Retreat Participant cancels his or her registration within one (1) month before the start of the Retreat, the Price already paid is not refunded.
5. If it turns out at the location of the Retreat that the Retreat Participant cannot participate in the Retreat for whatever reason, the Price already paid is not refunded.
6. Yogari reserves the right to cancel the Retreat if there are insufficient participants. In this case, the registration fee already paid by the Participants is refunded immediately.
7. Yogari reserves the right to cancel a scheduled Retreat, in the event of force majeure (including illness of the relevant teacher). In this case, the registration fee already paid is refunded.