



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. Yogari: Yogari is represented by Peter Roussel and has its official seat at Acacialaan 30, 5384BB Heesch, The Netherlands and is listed in the Dutch Trade Register (KvK) under number 66156173
3. Price: the total price of a Retreat, Workshop or Course, including the Deposit / application fee
4. Course: a yoga course organised by Yogari
5. Retreat: a yoga retreat organised by Yogari
6. Participant: a person who attends and/or wishes to attend courses, workshops or retreats at Yogari
7. Teacher: the yoga teacher who has been contracted by Yogari
8. Website: the website of Yogari, www.byoga.co.uk
9. Workshop: A yoga workshop organised by Yoga

2. Scope of Application

1. The General Terms and Conditions apply to all Retreats, Courses and Workshops.
2. By participating in a Retreat, Course or Workshop 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. Participation in Workshops, Courses and/or Retreats and Registration Fee

1. A Participant may participate in a Retreat, Course or Workshop after he or she has registered for it with Yogari in advance and paid the Price. A spot in the Retreat, Course or Workshop is guaranteed after Yogari has received payment of the Price or the Deposit.
2. For some Workshops, Courses 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.

4. 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 Bank Transfer.
3. In the event of participation in a Retreat, the Deposit must be paid at the moment of registration. The balance must be paid at the latest two (2) months before the Retreat scheduled.
4. The current Retreats can always be found on the Website. Yogari reserves the right to change the schedule at any time.



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5. Cancellation of Participation in Retreat

1. Any participation in a scheduled Retreat may be canceled 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 four (4) months before the scheduled Retreat.
3. In between four (4) months and two (2) months before the scheduled Retreat, the Retreat Participant may cancel his or her registration, in which case 30% of the Price is charged.
4. If the Retreat Participant cancels his or her registration within two (2) months 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 Price 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 Price already paid is refunded.

6. Payments and Prices for Courses and Workshops

1. The Price for a Course or Workshop can be found on the Yogari website.
2. Payments for a Course or Workshop must be made before the Course or Workshop is held. Payments can be made by Bank Transfer.
3. In the event of participation in a Course or Workshop, the registration fee (Price) must be paid at the time of booking.
4. Yogari reserves the right to change the schedule at any time.
5. In some cases last minute booking maybe possible upon immediate receipt of payment.

7. Cancellation of Course or Workshop Registration

1. Any participation in a scheduled Workshop or Course may be canceled only in writing. Cancellations can be done by sending an email 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 (Price) is not refunded.
4. Yogari reserves the right to cancel the Workshop or Course 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.



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8. Liability

1. Attending Retreats, Courses and Workshops and leaving belongings at the Yogari premises are at the Participant's own risk. Yogari accepts no liability whatsoever for physical injury, loss or damage relating to a Participant's attending Retreats, Courses and Workshops and leaving belongings in the Yogari premises.
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 Retreat, Course and Workshop 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.
 - i. Consult the teacher privately for guidance when taking medication.
 - j. Consult the teacher privately for guidance when you have a medical diagnosis.
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.

9. Personal Data

1. Yogari collects personal data of the Participants to update its 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 9.1 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.
3. Yogari never gives any personal data of the Participants to third parties without their prior written consent.



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10. 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 Retreat, Course or Workshops organised by Yogari are settled exclusively by the competent court in Oost-Brabant, The Netherlands or any higher Dutch court.

11. 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.
 - 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.
 - e. The physical and mental integrity of Participants must always be respected. (Please refer to the Yama and Niyama of Patanjali)
 - 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 participation of the Retreat, Course or Workshop without a refund of any fee paid already.
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 11.1, access to the Yogari premises without a refund of any Retreat, Course or Workshop fee paid already.