

The Kali Collective International LTD  
Terms & Conditions and Privacy Policy  
Updated May 11th, 2019

## **THE KALI COLLECTIVE TERMS & CONDITIONS**

All purchases made are NON REFUNDABLE and NON TRANSFERABLE. By placing an order you confirm you have read and accepted our terms and conditions and understand that all purchases are non refundable.

**Class passes:** 5-class passes expire after 3 months. 10 & 20 class pass expire after 6 months.

**Class bookings:** Pre-booked classes must be paid for in advance. Classes will automatically be deducted from your class pass or you can purchase individual classes with a debit or credit card. Early cancellations: class bookings can be cancelled up to 12 hours in advance. If you paid by class pass, your class will be credited back to your account. Late cancellations: Any cancellations made after this time (within 12 hours of the class start time) will not be credited back to your class or refunded. No refunds will be given for unused classes and no extensions will be made.

**Auto-renew contracts:** When you sign up, you are committing to a 3-month contract, with no option to cancel. When the 3 months are over you can chose to cancel or continue on a month to month basis. A MINIMUM OF 30 DAYS NOTICE IS REQUIRED FOR ALL CANCELLATIONS FROM THE DATE OF YOUR AUTO PAY. Exceptions will only be made on special circumstances. NO HOLD OR REFUNDS AVAILABLE.

**Timetable and rates:** Timetable and monthly rates are subject to change. The Kali Collective will provide 60 days notice for any price adjustments.

**Bookings for workshops cancellation policy:** When booking workshops for cancellations made more than 3 days before the start date. For any other cancellations there will be no refunds or transfers unless your place can be filled from a waiting list, in which case we will refund the fee. If a workshop is cancelled you will be offered a refund.

**Bookings for courses cancellation policy:** When booking for courses, please note that we can only provide a full refund for cancellations made more than 28 days before the start date. For any other cancellations there will be no refunds or transfers unless your place can be filled from a waiting list. If a course is cancelled you will be offered a refund.

**Discounts offered:** Discounted prices are available to students, yoga teachers and those employed in a business based in The Pentagon Centre, who show valid ID or certificates upon purchase. Discounted pass purchases are available to buy in person at the studio only.

**Gift cards:** Gift cards cannot be refunded or exchanged. To redeem your voucher create a profile on [kalicollective.com](http://kalicollective.com), choose what you would like to purchase and enter the gift card number at checkout. Any questions, please contact the studio at [hello@kalicollective.com](mailto:hello@kalicollective.com).

**About using our site:** You agree to use our site in accordance with these terms and conditions, only for lawful purposes and in a way which does not infringe the rights of anyone or restrict or inhibit anyone's use and enjoyment of the site. If you don't comply with these terms, we may deny you access to our site. If you wish to make a booking, you should follow the instructions for making a booking that appear on the site. Any booking will be subject to your agreement to further terms and conditions in respect of that booking. We will notify you of the relevant terms and conditions which you will have to accept to complete your booking. You may download and print content from our site only for your private, personal and non-commercial use. We do not guarantee or warrant that any material available for downloading is free from infection, viruses, trojans and/or other contaminating codes. You agree to use the enquiry and booking forms on our site to make only genuine enquiries +/- bookings for you or for other persons for whom you are authorised to act. You will not use the site to send by e-card, email, post or otherwise transmit any material that is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene or profane. You agree not to reproduce, distribute, modify or re-post our content on another site, frame or mirror our site or link to our site without our prior written consent. You grant to us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use (including but not limited to publishing, exploiting and modifying) any material you email, post or submit to us. For the avoidance of doubt, we will be free to use any ideas, concepts, know-how, content, text or images contained in your communications with us for any purpose whatsoever, to the fullest extent permitted by law. We try to update our site regularly, so we may have to suspend access, service or functionality from time to time, without notice. If required, we may have to close our site indefinitely. We will not be liable if, for any reason, our site is unavailable at any time or for any period of time. As information or data transmitted to or from our site passes over public telecommunications networks, we can't promise that the operation of our site will be secure, confidential, uninterrupted or error-free. You agree not to do anything that does or may interfere with the proper working of the site including but not limited to tampering with, or hacking into, the site or the servers on which it resides. The information contained on this website is for general information purposes only and is not intended to be comprehensive or to constitute professional medical advice. The information should not be relied on or treated as a substitute for specific medical or health advice. The Kali Collective accepts no responsibility for loss which may arise from accessing or reliance on information contained on this website. Parts of the website link to external internet sites, and other external internet sites may link to this website. The Kali Collective is not responsible for the content of any external internet sites.

**Cookies:** Like most other websites, during the course of any visit to The Kali Collective website, we use small files which are stored on your hard drive by our browser ("cookies") to monitor your use of the website. Once you have closed your browser, we do not use the information these cookies collect.

**Security:** The Kali Collective takes all reasonable steps to protect your personal information, however we cannot guarantee the security of any information you disclose online. By using the The Kali Collective website you accept the inherent security implications of dealing online and will not hold The Kali Collective responsible for any breach of security unless such breach has been caused by The Kali Collective negligence. If you currently receive marketing information from us which you wish to cancel, please email us.

### **Limitation of Liability**

- We;
- i. exclude all terms, conditions and warranties implied by custom, the general law or statute, or which cause any part of this agreement to be void (Non-excludable condition);
- ii. limit our liability to you for breach of any Non – excludable Condition to the total amount actually paid by you under this agreement;
- iii. limit our liability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the providing of the opportunity for you to purchase the Provider's products and/or services to the total amount actually paid by you under this agreement;
- iv. exclude all liability for consequential damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relating to the provision of the opportunity for you to purchase the Provider's products and/or services or your exercises or your exercise of rights under this agreement.
- Your payment entitles you to enter into an agreement directly with the Provider to receive the Provider's products and/or services;
- The Provider reserves the right to amend or cancel any event, timing, dates, and venue and/or substitute speaker for any live training. The Provider will notify you via email or in writing of the changes made and:
  - i. We shall have no liability to you
  - ii. You retain the right to reschedule; and
  - iii. You shall make no claim against us (including a refund), in respect of the same.

### **Force Majeure**

- If the provisions of the products and/or services as contemplated by this Agreement are prevented or cancelled because of an act of God, an inevitable accident, fire, blackout, flood, or any other calamity, or if by reason of strikes, or lockouts, or any other event beyond the control of both parties, then Provider may as its option postpone the delivery of the training from the original schedule.

## **Privacy Notice**

Last Updated on May 11th, 2018

We are committed to protecting and respecting your privacy. This notice sets out the basis on which any personal data we collect will be processed by us. Please read this Privacy Notice carefully to understand our views and practices and your rights regarding your personal data. By visiting any of our websites (our sites) you are accepting and consenting to the practices described in this notice.

### **What information do we collect from you?**

We will collect and process the following data about you

**Information you give us.** This is information about you that you give us by filling in forms on our site or by corresponding with us by phone, email or otherwise. The information you give us may include your name, address, email address and phone number and financial information. Please let us know if any of this information changes so we can keep our records up to date.

**Information we collect from your use of our site.** With regard to each of your visits to our site we will automatically collect the following information:

- technical information, such as the Internet protocol (IP) address used to connect your device to the Internet, whereabouts you connected to our service, your internet service provider (ISP), and what type of device you are using to access our service;

**Information we collect throughout our relationship.** This is information relating to products that you download.

### **Information we receive from other sources.**

### **Why do we collect this information?**

We use this information in the following ways:

**Information you give to us or which we receive from other sources.** We use this information:

- in order to take steps necessary to assess whether we can enter into a contract with you and in order to perform our contract with you. This includes carrying out our obligations to you and providing you with our, or a third party's products and services;
- for the purpose of improving our service to you, to ensure that content from our site is presented in the most effective manner for you and for your device;
- to deal with any legal queries relating to your use of our service;

- to provide you with service communications so that we can perform our obligations to you. These may be sent by email. These will include notifications about changes to our service, event details and information about products that you have signed up to;
- to provide you with marketing communications including, with your permission, information about other goods and services we offer that are similar to those that you have already purchased or enquired about; or
- in our or a third party's legitimate interests of keeping customers up to date with goods and services, increase awareness of us and third parties within the market, making promotional offers and generating new business, building and maintaining loyalty or market share.

**Information we collect from your use of the site.** We will use this information for the following purposes:

- to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- to improve our site to ensure that content is presented in the most effective manner for you and for your device;
- as part of our efforts to keep our site safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you;

**Information we collect throughout our relationship.** We will use this information to help us provide you with our services

### **How long do we keep hold of your information?**

- We will keep information about you for a maximum of 6 years after the end of our relationship with you unless obligations to our regulators require otherwise or we are required to remove such data from our records.

### **Who might we share your information with?**

You agree that for the purposes set out in the 'Why do we collect this information?' section above, we have the right to share your personal information with:

- Selected associated third parties, some of whom we appoint to provide services, including ; business partners, subsidiaries, affiliates, suppliers and sub-contractors for the performance of any contract we enter into with you; analytics and search engine providers that assist us in the improvement and optimisation of our site; Customer survey providers in order to receive feedback and improve our services
- Any member of our group, which means our subsidiaries.
- Partners including: MindBody Online, Squarespace, Mailchimp, Paypal, Buffer, Facebook, Twitter, Google, Amazon, Instagram.

Additionally, we will disclose your personal information to the relevant third party:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets
- If we are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of our customers, our regulator, or others.

### **How is your data stored and kept secure?**

At The Kali Collective we take your safety and security very seriously and we are committed to protecting your personal and financial information. All information kept by us is stored on our secure servers. Where we have given you (or where you have chosen) a password that enables you to access certain parts of our service, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

We do not transfer your data outside the European Economic Area ("EEA"). If in future we do need to transfer your data outside the EEA, we will only do so if adequate protection measures are in place in compliance with data protection legislation.

Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

### **What are your rights?**

Where processing of your personal data is based on consent, you can withdraw that consent at any time.

You have the following rights. You can exercise these rights at any time by contacting us at the address above or through the "Contact Us" section of our Sites. You have the right:

- To ask us not to process your personal data for marketing purposes. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes;

- To ask us not to process your personal data where it is processed on the basis of legitimate interests provided that there are no compelling reasons for that processing;
- To ask us not to process your personal data for scientific or historical research purposes, where relevant, unless the processing is necessary in the public interest.
- To request from us access to personal information held about you;
- To ask for the information we hold about you to be rectified if it is inaccurate or incomplete;
- To ask for data to be erased provided that the personal data is no longer necessary for the purposes for which it was collected, you withdraw consent (if the legal basis for processing is consent), you exercise your right to object, set out below, and there are no overriding legitimate ground for processing, the data is unlawfully processed, the data needs to be erased to comply with a legal obligation or the data is children's data and was collected in relation to an offer of information society services;
- To ask for the processing of that information to be restricted if the accuracy of that data is contested, the processing is unlawful, the personal data is no longer necessary for the purposes for which it was collected or you exercise your right to object (pending verification of whether there are legitimate grounds for processing);
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Should you have any issues, concerns or problems in relation to your data, or wish to notify us of data which is inaccurate, please let us know by contacting us using the contact details above. In the event that you are not satisfied with our processing of your personal data, you have the right to lodge a complaint with the relevant supervisory authority, which is the Information Commissioner's Office (ICO) in the UK, at any time.

### **Changes to our privacy Notice**

This Notice may be updated from time to time. Please check back frequently to see any updates or changes to our privacy notice.