



FLEUR DE VIE YOGA

MEMBERSHIP CONTRACT

1. Payment

- 1.1 The Member agrees to pay the premium of their Pricing Plan as an automatic payment from the Members bank card or account on the same date each month for the contract period unless a written cancellation has been received & the delay respected.
- 1.2 FDVY offers the Membership Plans at competitive prices on the basis that the automatic renewal allows FDVY to economise admin & accounting time. It is not therefore possible to benefit from this tariff with cash payments, which are equivalent to a payment of a single month.
- 1.3 Members who do not possess a debit/ credit card that allows distance payments should contact FDVY for further details.
- 1.4 The Member accepts to be charged for any single classes that exceed their monthly limit at the standard rate for a single class. In cases of repeated excess during a month or more, the Member will be upgraded to the Pricing Plan that covers the number of classes taken during that period.
- 1.5 The Member can upgrade or downgrade their Pricing Plan by making a formal request by e-mail, 30 days prior to the next billing date, to the following address modifications@fleurdevie.yoga

2. Members Rights

- 2.1 Unless otherwise specified, 'Monthly Access' to the studio begins from the day of payment of the Membership Plan & is not the calendar month.
- 2.2 The Member is also entitled to discounted access to any supplementary workshops or seminars that are organized, in addition to the classes included within the Members Pricing Plan.

3. Obligations

3.1 Health & Safety

- (I) (Each Member warrants that on the date of their acceptance of these Terms and Conditions, and on each occasion that the Member uses the Studio, the Member is not aware of any medical or other condition preventing the Member being capable of engaging in the intensity of the exercises proposed by FDVY and that such exercises would not be detrimental to the Members health or safety.



- (II) The Member assumes responsibility for the inherent physical risks in taking exercise & is responsible for ensuring that any accidents are covered by a valid health insurance policy. The Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge FDVY from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.

3.2 Class Reservations

- (I) The Member accepts to reserve his/ her participation online prior to every class, although there is no minimum delay for this.
- (II) In the event that The Member will be unable to attend class, their reservation must be cancelled at least 4 hours prior to the class.
- (III) Beyond this minimal deadline, the Member agrees to inform FDVY by e-mail (not SMS) at the following address: no-show@fleurdevie.yoga as soon as the Member is aware that participation will not be possible.
- (IV) Out of respect for Members that have not been able to reserve a place, The Member accepts that from the 2nd 'In-Attendance' during the same 30 day period (not calendar or membership month), the Membership will be automatically transferred from a Membership to a pack of 5 classes for the 30 days which follow.
- (V) As with all Packs of classes, each attendance or in-attendance is deducted from this maximum of 5. Exceptions will only be made on receipt of valid proof of extenuating circumstances, whether it is medical certificates or delayed travel plans etc.
- (VI) Should The Member have 2 or more In Attendances during this subsequent month of Limited Class Passes, the Membership will be cancelled for a minimum of 6 months. The Member can however continue to attend classes with any standard class passes, where In Attendances will continue to be deducted from the total purchased.

3.3 Rules of Conduct

The Member Agrees to arrive at least 5 minutes before class. Out of respect for other members, in the event of late arrival, the Member accepts to wait until the meditation has finished before ringing the entry-phone.

4. FDVY Retains The Following Rights

- 4.1 To cancel classes if there are less than 4 participants 8 hours prior to the class.



4.2 To withdraw, suspend or refuse to renew the Membership of any Member whose conduct is, or may be deemed to be in FDVY's reasonable opinion, damaging to the character of the Studio or amounts to a breach of the Terms and Conditions, or where such expulsion is otherwise to be in the interests of the other Clients or Members of the Studio. **This includes repeated in attendance at reserved classes whether or not a reason was provided during the 4 hours prior.** Any Member so expelled shall forfeit all privileges to purchase of any other classes or class passes/packages and shall not be entitled to any refund for any period during which his membership or class package is suspended.

5. Complaints & Cancellations

5.1 All complaints should be addressed in writing to reclamations@fleurdevie.yoga. Should The Member wish to speak with the Director, Mr. Felix Campbell can be contacted by phone or e-mail.

5.2 The Member can cancel The Membership by making a formal request by e-mail, 30 days prior to the next billing date, to annulations@fleurdevie.yoga. FDVY will send a confirmation via email after the changes have been made to the account. It is The Member's responsibility to check for the cancellation confirmation from FDVY at the same e-mail account from which the request was made. The Member accepts that FDVY could take up to 30 business days to respond during holiday periods.

5.3 In order to avoid abuse of the cancellation policy, e.g. during holiday periods, once the membership has been cancelled, it cannot be renewed for the following 6 months.

5.4 If any of the terms of this Agreement are invalid, unenforceable or illegal the remaining terms can still be enforced.

5.5 By signing this Membership Contract the Member agrees to conform to the Terms & Conditions set out within this contract and including the General Terms attached. Anybody found to be in violation of these terms could be excluded from all of the services offered by FDVY.

Location & date:

St. Sulpice 11.05.18

Signature FDVY:

**F.Campbell
 Director**

Location & date:

.....

Member Signature:

.....

Name:

.....



FLEUR DE VIE YOGA

GENERAL CONDITIONS

6. Interpretation & Variation

- 6.1 'FDVY' refers to the 'Fleur de Vie Yoga' studio, which includes its parent organizations, owners, directors, officers, successors, assigns, employees, and agents. FDVY is a subsidiary of L'Association Fleur de Vie, registered at the commerce register in Switzerland.
- 6.2 The '**Membership Contract**' refers to the legally binding agreement made between FDVY & The Member once subscription had been made to a Membership Pricing Plan.
- 6.3 The '**Member**' refers to any person who has completed an online payment for a Membership, irrespective of whether they have signed this contract. However acceptance of a Member is at the discretion of FDVY. Members must be at least 18 years of age or have the written consent from a parent or legal guardian. The Member signed below can benefit from this agreement which is non transferrable, including to members of the same family.
- 6.4 The '**Membership**' refers to the subscription entitling The Member access to classes according to the Members 'Pricing Plan'.
- 6.5 The '**Pricing Plan**' refers to the monthly subscription premium determining the number & type of classes the Member may attend per week.
- 6.6 '**Class**' means any style of class made available on the timetable, provided by or on behalf of FDVY.
- 6.7 '**Reservation**' refers to any class reserved either through the website, or by e-mail or phone.
- 6.8 '**In-Attendance**' refers to the non-participation in any class reserved, which has not been cancelled 4 hours in advance.
- 6.9 '**Terms & Conditions**' as defined here.
- 6.10 '**Website**' means www.fleurdevie.yoga & affiliated websites.

7. Payment

- 7.1 Details of the price of class passes and memberships are available on our website or shall be such prices as determined by FDVY from time to time.
- 7.2 The Member certifies that he/ she is the holder of the debit/ credit card. It is The Members responsibility to keep both the card & contact details up to date, and sufficient credit in the account for the Membership Fee to be withdrawn.
- 7.3 The Member understands that he/ she will be notified if the debit/ credit card payment fails to authorize for any reason. A CHF 25 late fee will apply if the Member does not provide a valid credit card within 15 calendar days of the original rejection date. After 30 days of late payment the Membership will be cancelled.
- 7.4 The Member accepts that FDVY will auto re-withdraw The Membership Fee on the debit/ credit card should this be necessary, or add additional fees in order to catch up any late payments. FDVY also reserves the right to recover retrospectively any overdue membership fees, whether or not The Member has attended any classes during the period. If necessary further reminder, debt collection and legal fees will be added, including moratorium interest at 4%, until the amount outstanding has been recovered.
- 7.5 Given that Members are given the opportunity to try a class for only 50 ct. the 1st monthly premium is the minimum contract period.
- 7.6 Subject to any statutory right of cancellation, payments for class passes, monthly subscription fees and annual payments are made on a non-refundable basis unless otherwise stated in the Terms and Conditions.
- 7.7 The Member agrees to personally keep track of their number of participations per month, in order to respect the limit defined by their Pricing Plan.

8. Members Rights

- 8.1 Having paid the monthly premium corresponding to the Members Pricing Plan, the Member is entitled to the number of classes per week, at the times offered by their plan.
- 8.2 'The Member is not entitled to use the studio for personal practice in between classes for health & safety reasons.
- 8.3 In order to ensure the continuity of the Members practice, FDVY remains open during the holiday periods, except for the bank holidays & 3 days at Christmas. Should there be the demand, FDVY commits to offering the same number of classes during the holidays as at other times.

9. Obligations

9.1 Rules of Conduct

- (I) The Member agrees to use the parking spaces in accordance with the rules of the PPE. Furthermore, the Member also agrees to park their bicycle in a safe & appropriate location.
- (II) The Member also agrees to use the paid underground public parking spaces in accordance with the rules of the Commune. FDVY cannot be held responsible for any parking ticket received through negligence.
- (III) The Member agrees to come & go quietly so as not to disturb the neighbours.
- (IV) The Member agrees not to cause damage to the premises or property of FDVY, in addition to that of other clients.
- (V) The Member agrees to spray the FDVY mat with disinfectant after each class & to bring his/ her own mat to all classes outside.
- (VI) FDVY does not accept any responsibility for personal property left at the studio. Left items will be kept for three weeks, at which point they will be donated to a charitable organization or recycled.
- (VII) In the event that the Member suffers any loss, damage or theft caused by the negligent acts or omissions of FDVY, responsibility will be limited to the liability accepted by FDVY insurers.

9.2 Health Risks

- (I) FDVY staff are not medically trained and are therefore not qualified to assess whether the Member or any guest is in good physical condition and/or that the Member can engage in any exercise without detriment to the Member's health, safety, comfort or physical condition.
- (II) In case of doubt Members are advised not to undertake strenuous physical activities without first seeking medical advice.
- (III) Prior to the start of class, Members are required to inform the instructor of any injuries or relevant physical issues.
- (IV) FDVY reserves the right to refuse access to any Member if, in its absolute discretion, it considers that the health of the individual concerned may be endangered by the intensity of the exercises intended.
- (V) Members with the following conditions should not attend class: low/high blood pressure and cardiac irregularities.
- (VI) Members are required to follow the instructions of the teacher at all times.

9.3 FDVY Platforms

- (I) When using the FDVY website The Member agrees to seek written permission to link to the website or copy FDVY content in any way, shape or form. The Member agrees not to reproduce, distribute, modify or re-post FDVY content on another site, frame or mirror the FDVY site or link to it without our prior written consent.
- (II) Given FDVY updates the website regularly, it may be necessary to suspend access, service or functionality from time to time, without notice. FDVY will not be liable if, for any reason, the site is unavailable for a period of time. In this eventuality reservations can be made by phone or e-mail.

- (III) FDVY guarantees that its website & payment-processing windows are protected by Secure Sockets Layer technology (or SSL), which Encrypts the connection between the browser and web server and securely transmits information. Neither FDVY, nor 3rd parties, have access to Members' card details once they have been recorded in the platform. Furthermore, FDVY ensures that any copies are erased immediately. However as e-mails pass over public telecommunications networks, FDVY cannot guarantee that e-mail content will be secure, confidential or uninterrupted.
- (IV) In the event of encountering technical problems, The Member agrees to contact FDVY at the following e-mail address: it@fleurdevie.yoga
- (V) The Member agrees 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.
- (VI) In the event of encountering technical problems, The Member agrees to contact FDVY at the following e-mail address: it@fleurdevie.yoga

10. FDVY Retains The Following Rights

- 10.1 To run promotional introductory offers from time to time (directly or through an Agent). These offers are exclusively for new clients who are not already registered clients of the Studio and are not for repeat use.
- 10.2 Unless otherwise requested, to use for free either digital media, or hardcopy, provided by members for marketing purposes
- 10.3 To make changes to the class timetable at its discretion.
- 10.4 To change the yoga teacher for any class in the planning, giving 24 hours notice where possible.
- 10.5 To communicate important info by email or SMS &, having tried to contact the client by these means, if urgent to call The Member's home phone number until 22:00.
- 10.6 To increase the Membership Fee & to periodically make reasonable updates to its terms and conditions, providing The Member with 1 month's notice.
- 10.7 To withdraw, with notice, all or part of its facilities for a reasonable period or periods should it be necessary for cleaning, repair, alteration or maintenance work or for reasons beyond the control of FDVY. Should the period exceed 2 weeks, temporary alternative premises will be sourced or compensation provided.
- 10.8 To assign the benefits of this agreement to a 3rd party, providing said party is able to offer the same levels of service to uphold these terms & conditions.
- 10.9 To cease the activity of the studio should it be necessary due to a change of the founder's personal circumstances. In this eventuality The Member would be refunded any remaining membership time pro-rata.

11. Complaints & Cancellation

- 11.1 Only those Members that do not have Internet access can make the request by registered post to the address of the studio. It is The Member's responsibility to keep the postal receipt until confirmation of cancellation has been received from FDVY.
- 11.2 The Membership cancellation will come into effect at the end of the 'Monthly Access' period (see paragraph 3.1). The Member is entitled to The Membership rights until the above date, however no pro-rata refund of the last Membership Fee is offered.
- 11.3 FDVY is not responsible under any circumstances for The Member's negligence in checking their bank statements to ensure that changes to membership pricing plans, or cancellations have been processed correctly.
- 11.4 In the event of miscommunication The Member is responsible to produce a copy of their request and response from FDVY for review. If FDVY did not execute what was agreed upon, FDVY will reimburse any funds rightfully owed to The Member. If The Member cannot produce a copy of the e-mail correspondence with FDVY, then the latter will not be able to refund the Membership Fees debited from The Member's account.