

TERMS AND CONDITIONS

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business" means any business, trade, craft, or profession carried on by You or any other person/organisation;

"Consumer" means a "consumer" as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual client of the Teacher who receives or uses Services for the client's personal use and for purposes wholly or mainly outside the purposes of any Business;

"Minimum Notice" Means 48 hours prior to a session;

"Our premises" means the premises at which we hold Sessions which is Suite 2a, Chapel Allerton House, 114 Harrogate Road, Chapel Allerton LS7 4NY, but in Clause 3.17 it means "business premises" as defined in the Regulations;

"Price List" means Our standard price list for all of the Services which we offer. The list of Services and their prices is available from Us at Our Premises or <https://www.yogakulaleeds.co.uk/book/prices/>;

"Registration Form" means the application and registration form that we provide to You which includes Your confirmation that (a) You are aged 18 or over (b) you are a "Consumer" (c) You have read and agree to these Terms and Conditions (including fitness, health and safety matters in Clauses 6 and 7);

"Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

"Series" meansmeans a series of Sessions booked as a package in one transaction where we and You at the time when You book, you pay for all of those Sessions and we and You agree all of the times and dates for each of those Sessions;

"Services" means any and all Sessions at which we provide any yoga training, teaching, instruction, and all facilities, services, and equipment which we provide/use in connection with such Sessions;

"Session" means any class or session of yoga for You either as an individual or as part of a group taking place at a time and on a date booked with Us;

"We/Us/Our" means Yoga Kula Limited whose place of business and contact address is the same address as above;

"Terms and Conditions" means these Terms and Conditions, and "Clause" or "sub-Clause" is a Clause of these Terms and Conditions;

"Validity Period" Means the period from Your first visit to the expiry of the Series; and

"You/Your" means the individual who is Our student.

2. Registration

2.1 It is a condition of you being allowed to book and attend any Sessions that

a. You register with Us by completing the Registration Form and agreeing in that Form to these Terms and Conditions;

b. Signing the Waiver form confirming your fitness to participate in any Sessions; and

c. We confirm to You orally or in writing that we accept Your registration. Our decision whether or not to accept Your application to register is in Our absolute discretion. (See below as to booking Sessions).

2.2 The details that You provide and confirm in the Registration Form and on the Waiver form must be complete, correct, and include Your confirmation of the matters referred to in those documents.

2.3 Upon Our confirmation of Our acceptance of Your Registration Form, there will be a contract between You and Us on these Terms and Conditions.

3. Booking and Cancellation of Sessions, and Consumer Rights

3.1 You must be 18 or over, or accompanied by such a person, and a “Consumer” to book and attend any Session.

3.2 A place in a Session is subject to availability and will be on a first-come-first-served basis. We will not reserve or guarantee any particular date and/or time for any Session unless You book and pay for the Session for that particular time and date.

3.3 Each Session is available as, and will be specifically booked only as, a group Session including other participants as well as You.

3.4 You may book each Session in person at our premises, online, by phone or by email to info@yogakulaleeds.co.uk. You may book and pay for each Session separately as a one-off Session. However, if instead You book a Series and we accept that booking, the discounted price shown in Our Price List will apply to each Session in that Series if the number of Sessions in the Series is completed by You.

3.5 When you book for any Session and that session is part of a Series, any booking (or re-booking of a cancelled Session) must be within the applicable Validity Period of the Series.

A Session not booked (or rebooked) for a date within the Validity Period will be lost. Unless cancellation occurs in circumstances where You are entitled to a refund under these Terms and Conditions, no refund will be due.

3.6 When You book and pay for any one or more Sessions, we will be entitled to keep some or all of that payment as set out in 3.9 below if You later cancel any such Session without giving Us prior notice of at least 48 hours.

3.7 We may treat a booked Session as cancelled by You without notice to Us if You arrive after the start of the Session or the start of any warm up for that Session or You do not attend any of the Session. We may decide to make a charge to You for that cancelled Session, and 3.9 below will apply.

3.8 Where you cancel within the minimum applicable cancellation period, we will refund to You such sum as may be due back to You where You paid in advance unless when You cancel You ask to rebook for a later substitute Session instead. If the cancelled Session was part of a Series, we will not refund You any sum for it but You may rebook it within the Validity Period.

3.9 If You do not give Us at least the Minimum Notice, we will be entitled to charge You for any net financial loss up to the full price paid for that Session that we suffer due to Your cancellation. We will be entitled to deduct that charge from sums You paid in advance for that Session, and we shall refund any balance to You. For this purpose if that Session was part of a Series, the sum paid in advance for it will be the total sum paid for the Series divided by the total number of Sessions in the Series, less any discount that we have provided by virtue of it being a Series booking.

3.10 We may cancel a Session booked by You at any time before the time and date of that Session in the following circumstances:

3.10.1 The Teacher [and any other required staff] and/or required equipment or facilities necessary for the Session are not available; or

3.10.2 An event described in sub-Clause 8 below occurs and continues up to 30 minutes before the stated start time of the Session.

If we cancel a Session in such circumstances we will refund to You in full the payment that You have made to Us for that Session unless it was part of a Series.

3.11 We will use all reasonable endeavours to start the Session You have booked at its scheduled start time, but the start may be delayed by overrun of a previous Session or by other circumstances. If a delay to the start is at least 30 minutes, or, if at any time before or after You arrive for a Session we notify You that there will be a delay of at least that time, You may cancel the Session and we will refund to You in full the payment that You have made to Us for that Session unless it was paid for as part of a Series

in which case the final sentence of Clause 3.9 (as to rebooking or refund) will also apply to cancellation under this sub-Clause 3.11.

3.12 Sessions, teachers, equipment, and prices are subject to change from time to time but we will try to give You as much prior notice as possible of any such changes.

3.13 We reserve the right to expel You from a Session if Your conduct is in Our reasonable opinion unacceptable, or it is or may be in Our reasonable opinion harmful to the Studio’s reputation, or if it amounts to Your breach of these Terms and Conditions, or where in Our reasonable opinion such expulsion is otherwise in the interests of Our other clients. If we expel You, You will not be entitled to any refund or credit for a Session started but not completed due to expulsion.

3.14 Where the contract we make with You is not made on Our premises, the Regulations give You the rights set out in this sub-Clause 3.14, and they will be in addition to the rights given to You by the above provisions of this Clause 3. You may for any reason cancel a booked Session during the 14 day period after we accept that booking, but if the booking includes any Session(s) on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide any such Session(s) in that 14 day period and we do so, You may not cancel that or those requested Session(s) and You must pay for them in accordance with Clause 4, and You may only cancel any other Session(s) which are either one offs or part of a Series covered by that booking. If You request that Your booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this clause 3.14, and You have already made any payment(s) to Us for the booking, we will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Session(s) covered by that booking that we have provided and an administration fee of 5%. For this purpose, where any one or more Sessions are part of a Series, then You may cancel such Sessions booked for any date(s) after that 14 day period, and we will refund for each such cancelled Session the total Series price amount divided by the total number of Sessions in the Series, less any discount that we have provided by virtue of it being a Series booking.

4. Fees and Payment

4.1 You must pay in accordance with Our Price List for all Services that we fully and correctly provide to You.

4.2 You may pay Us for Services using any of the following methods:

4.2.1 Online on our linked e-commerce portal;

4.2.2 Cash paid at our premises;

4.2.3 Gift Voucher redeemed at our premises; or

4.2.4 Credit/Debit card at our premises.

4.3 We may alter Our prices without prior notice, but if the price of any Services increases between the time when You book a Session and the date of the Session, the price increase will not apply to You for the Session on that date.

4.4 All prices of Services shown in the Price List are inclusive of VAT.

5. Eligibility to Attend a Session

5.1 We only make Services available to a "Consumer" (as defined in Clause 1 above), and Your application to register with Us will be deemed to be Your confirmation that You will be a "Consumer" in connection with any request(s) by You to receive any Services from Us. If at any time we find that you are not a "Consumer", we may without liability to You cancel Your registration forthwith by giving You a cancellation notice and You will not then be entitled to receive any further Services. If at the time of such cancellation You have paid for Sessions as part of a Series but have not yet attended one or more such Sessions, we will refund You for those Sessions not yet attended and the refund will be for the number of Sessions in the Series not attended pro rata to the total number of Sessions in the Series.

5.2 We will not provide any Session for You unless You are aged 18 years or over, or if you are aged between 13 to 17 years accompanied by a person who is aged 18 years or over. We may require evidence of Your age for that purpose.

6. Fitness, Health and Safety

6.1 You acknowledge that Sessions may be physically strenuous and You agree that You voluntarily participate in a Session with full knowledge that even if the Teacher and any other teacher involved in the Session is not negligent there is an inherent risk of personal injury or illness arising from Your participation in any exercise program and use of specialist equipment.

6.2 Certain Services may be unsuitable for You if You have special needs, or any medical, health or fitness problem or condition.

6.3 You must ensure that you are fit and well enough to participate in any Session that You book, and You will at all times be responsible for Your own state of health, physical condition and wellbeing.

6.4 If You have any concerns about Your fitness or health, You should seek appropriate medical advice from Your GP, Physiotherapist or other relevant professional medical or other adviser and obtain their written consent where necessary before attending a Session. Advice provided by the Teacher or any other teacher involved in a Session at no time constitutes medical advice.

6.6.2.2 of any circumstances affecting Your health which may be worsened by any activities at a Session; and
6.6.2.3 if you are pregnant, and if so whether You are in the first 3 months of Your pregnancy.

6.6.3 We will discuss with You any such matter that You tell Us, and inform You if we decide not to accept Your booking because of that medical, health or fitness issue or special need. If we do accept Your booking, You must act in accordance with any instructions provided by Us relating to the issue.

6.7 If You do not tell Us before a Session of anything referred to in sub-Clause 6.5 or 6.6 that we then discover, we will be entitled not to provide all or any part that or any other Sessions You have booked and to treat any such Sessions (or part of them) as cancelled by You without notice, in which case we may make a charge to You as set out in sub-Clause 3.11 above for the Session in or before which we discovered the matter referred to in sub-Clause 6.5 or 6.6. If such a Session is part of a Series, we may also cancel the remaining Sessions in the Series and in that case we will refund You for each of the remaining Sessions an amount equal to the total price for the Series divided by the total number of Sessions in the Series.

6.8 You must not attend any Session when under the influence of alcohol or illegal drugs or immediately following a heavy meal.

6.9 You should arrive at least 10 minutes prior to the start time of a Session, and before any warm up involved in that Session, to allow for a prompt start. If You know You are going to be late for a Session, You should contact Us to tell Us as soon as You can before the Session start time. If You arrive later than a Session start time and You arrive after any warm-up for that Session has begun, we will not permit You to participate in the Session for health and safety reasons.

6.10 You should not attempt to use any equipment or facilities until the Teacher or another suitably qualified teacher has instructed You in the correct use of the same.

6.11 You may only use the equipment and facilities provided by Us in the correct manner and must not use them in any manner which is a health and safety risk either to You or to others.

7. Our Rules

7.1 We do not permit You to:

7.1.1 smoke anywhere on Our premises;

7.1.2 make or receive mobile phone calls during a Session. Mobile phones should be switched to silent mode during a Session;

7.1.3 bring to Our premises any child/ren under the age of 10 or, unless we have given You express consent, any person not invited by Us;

7.1.4 bring any animals into Our premises with the exception of guide dogs. If You require the use of a guide dog, You should inform Us of that when You register; and

7.1.5 bring any drink (except water) or food or glassware into any part of Our premises unless we expressly consent when You make the booking for the Session/s concerned. Please note that we do provide cold drinking water at all Sessions.

7.2 You may bring and use Your own mat in each Session, if You do not bring a mat, we will provide one for You, for hot classes this will incur a £1 mat hire fee.

7.3 You may bring a towel with You when You come to any Session.

7.4 You should wear a form of dress appropriate to Your Session. However if a Session requires any specific type of clothing, footwear, or other items, we will specify those requirements in advance and You must provide them for Yourself. Outdoor clothing and/or dirty clothing should not be worn and should be stored in the location that we ask You to use. Footwear should be removed on entry to Our premises and left in the location that we ask You to use. Socks may be worn but are not essential. Clothing should be close fitting rather than baggy so that the Teacher may assess that movement routines are carried out in the correct manner. Items of clothing with zips at the back should be avoided as these may cause you discomfort or damage equipment. Loosely swinging or sharp jewellery should be removed before a Session.

7.5 You must familiarize yourself with and follow any instructions or information which we give You from time to time or on any occasion relating to any fire or other emergency situation or to other issues relating to health or safety.

8. Events Beyond Our Reasonable Control

8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.

8.2 If any such event referred to in sub-Clause 8.1 occurs that is likely to adversely affect Our performance of any obligations under the contract, we will try to inform You as soon as is reasonably possible, Our obligations will be suspended and any time limits that we are bound by will be extended accordingly. We will inform You when that event is over and provide details of any new dates, times or availability of Services as necessary.

You may, without liability to Us, cancel any Session/s not taking place due to that event, and we will refund in full the advance payment that You have made to Us for the cancelled Session/s. Where the cancelled Session/s is/are part of a Series, we will refund You for each such Session an amount equal to the total price for the Series divided by the total number of Sessions in the Series.

9. Limitation of Liability

9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.

9.2 We provide or sell all Services to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

9.3 The Teacher and each of Our other teachers is appropriately qualified as a yoga teacher and is competent to conduct the Sessions assigned to him/her, but their advice does not include any medical advice and is not a substitute for advice provided by a medical professional.

9.4 If You bring any personal belongings onto Our premises, we do not undertake to keep them safe or provide any storage place for them. Their loss or damage will be at Your own risk except where such loss or damage is due to any deliberate or negligent act by the Teacher or other teachers. We will not be responsible for any loss or damage to Your personal belongings caused by any other client or visitor to Our premises even where You leave or store them in any place at Our premises. We therefore advise You not to bring any valuable belongings to Our premises.

9.5 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.

9.6 Furthermore, if you are a "consumer" as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:

9.6.1 the Consumer Rights Act 2015;

9.6.2 the Regulations;

9.6.3 the Consumer Protection Act 1987; or

9.6.4 any other consumer protection legislation as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens' Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but we will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How We Use Your Personal Information (Data Protection)

All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available at <https://www.yogakulaleeds.co.uk/Privacy/>.

12. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before we make Our contract with You (i.e. before we accept Your request to register and/or make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or we will make it available to You before we accept Your request to register and/or make a booking. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer. They are also available for review both prior to and after registering with us at <https://www.yogakulaleeds.co.uk/terms-conditions/>.

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13. Information

As required by the Regulations:

13.1 all of the information described in Clause 12; and

13.2 any other information which we give to You about any Services or Us which You take into account when registering or deciding to make a booking or when making any other decision about the Services;

will be part of the terms of Our contract with You as a Consumer.

14. Complaints

We always welcome feedback from Our clients and, whilst we always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, we nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about Our Services or any other complaint about the Teacher or any other teacher, please raise the matter with the staff at Our premises by phone or email at info@yogakulaleeds.co.uk

15. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that we or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that we or You will waive any subsequent breach of the same or any other provision.

16. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

17. Law and Jurisdiction

17.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed solely in accordance with the laws of England & Wales.

17.2 Nothing in Clause 17.1 above takes away or reduces your rights as a consumer to rely on those provisions.

17.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

The Yoga Kula Website

While we will use reasonable endeavours to verify the accuracy of any information we place on the Yoga Kula Website, we make no warranties, whether express or implied, in relation to its accuracy.

Yoga Kula Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Yoga Kula Website, or any transaction that may be conducted on or through the Yoga Kula Website including but not limited to, implied warranties of non-Yoginfringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from the course of dealing or usage or trade. We make no warranty that the Yoga Kula Website will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Yoga Kula Website.

We have the right to increase our prices according to the RPI (Retail Price Index).

You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of the Yoga Kula Website and any information provided to or taken from the Yoga Kula Website by you. We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or

any loss of goodwill or reputation; or

any special or indirect or consequential losses;

In any case whether or not such losses were within the contemplation of the parties at the date of the Conditions, suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions. Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

By using this website service you agree to these terms and conditions of website use.

Notwithstanding any other provision in the Conditions, nothing herein shall limit your rights as a consumer under English law.