

BOOKING TERMS AND CONDITIONS

By signing up to participate in our Classes, you agree to these Terms and Conditions and any other policies we publish or link to on our website. These form an "Agreement" between you ("the Client"/ "you"/ "your") and us, Helen Pope Yoga [ABN 61 800 858 590] ("we"/ "us"/ "our"). If you do not agree with any of these terms and conditions, please do not participate in our Classes.

MEDICAL WARNING

Undertaking our Classes may have implications on your current Medical Conditions. We suggest that you consult with your medical practitioner prior to commencing the Class and that you are mindful of your current health concerns and physical limitations.

If you have any Medical Conditions including pre-existing injuries which may impact your ability to perform the exercises in a Class, or if you are ill, you must notify your instructor prior to commencing each Class. Participating in any form of exercise at our Venue with a Medical Condition is done entirely at your own risk.

If you are pregnant, it is recommended that where possible you attend a pre-natal yoga class. If you are pregnant and wish to attend a general class, we strongly advise that you seek medical advice prior to attending the class.

By undertaking the Class and use of any equipment purchased from us, you acknowledge that you do so at your own risk and that we will not be liable for any Loss or Damage arising from or as a result of, or in connection with your undertaking any Class or following advice contained on our Website or given by us.

Our instructors and staff are not medically trained and are not qualified to assess whether you are in good physical condition and/or whether you can engage in exercise without any detriment to their health, safety, comfort or Medical Conditions.

BOOKINGS AND FEES

Our Class Fees and timetables are displayed on our website. We reserve the right to change our Fees and schedules from time to time, and these changes will be notified on our website.

To sign up to participate in our Classes, you must create an account with us on our website. You must maintain the confidentiality of your password and login. You are solely responsible for all use of your login and password.

There are a set number of spaces in each Class. You must reserve a space by making the full payment. Bookings can be made through our website. If you encounter any difficulties or errors, you must email us at helenpopeyoga@gmail.com. Our Class Fees are payable prior to the Class and at the time of booking.

PERSONAL INFORMATION

When you create an account, you agree to provide us with your personal information including but not limited to their name, age, medical or health conditions related information and any other information as required ("information"). You represent and warrant that:

- all information you provide is true, correct, current and up to date; and
- you will respond promptly to any of our requests for further information.

Personal information collected by us will be dealt with in accordance with our Privacy Policy, a copy of which can be viewed in full on our website.

WAITLISTS

You can register on the Class waitlist If you are unable to book a space because the Class is full. If your selected space becomes available, we will notify you via email and automatically book you into the Class. Please ensure you check your email for your waitlist confirmation.

If you are unable to attend the Class, please remove yourself from the waitlist prior to our confirmation. Once you have been automatically confirmed for a Class from the waitlist, our Cancellation Policy will apply, and a cancellation fee will apply if cancelled with less than 24 hours' notice.

TIMETABLES AND OPENING HOURS

Timetables are subject to change or cancellation without prior notice. We reserve the right to change our opening hours at any time, without prior notice to you. We will use our reasonable endeavours to notify you of any permanent or temporary changes to our opening hours.

CLASS CANCELLATION POLICY

Class bookings can be cancelled by emailing us, or via the Momoyoga online booking page up to 24 hours prior to the Class start time to receive a credit. To the extent permitted by law, no refunds are provided. Term passes or multi-class passes are non-refundable and non-transferable. If you have a term pass and cancel a Class booking at least 24 hours before the class start time, a makeup class may be provided. Make up classes are subject to there being a suitable alternative class available with space and must be used within the same term or by the multi-class pass expiry date.

CLASS TRANSFER POLICY

If you wish to credit your Class Fee to a later Class, please notify us at helenpopeyoga@gmail.com All credits for other Classes are given at our sole discretion.

MAKE-UP CLASSES

You must notify your cancellation to us at least 24 hours prior to the commencement time of your Class to receive a credit for a makeup class. Cancellations made with less than 24 hours' notice will incur the full cost of the Class booked and no makeup class will be available. Make up classes must be used within the current term enrolled and cannot be credited to a new term.

If you enter the venue with illnesses have the right to ask you to leave. We do not credit, or refund missed Classes due to flus, colds, covid test isolations. Please make up or replace missed Classes within the same term and Class that you are currently attending.

MID TERM CANCELLATIONS

If you need to stop attendance of a Class mid-term due to medical issues, please provide a doctor's certificate and you will be credited the ongoing missed Classes. This credit must be used for a Class the

following term. If the injury or illness extends beyond the term, credit extensions can be considered on a case-by-case basis.

OUR CANCELLATION

If we need to cancel a Class, you will be credited the Classes missed.

HEALTH AND SAFETY/ INFECTIOUS DISEASES

There are risks associated with attending our Classes. We have minimized these risks by complying with government recommendations. You acknowledge and agree that by participating in our Classes there is a risk of catching an infectious disease, including COVID-19 and participating is done at your sole risk.

CONDUCT RULES AND YOUR OBLIGATIONS

You are required to treat all persons and property at the Venue with all due care and respect. We reserve the right to refuse entry to or remove you and you from our Venue for breaching our Conduct Rules including If you consider that someone is breaching the Conduct Rules, please notify our staff so that we can address the issue immediately.

CONDUCT RULES:

- Please arrive 10 minutes prior to your scheduled Class in order to allow the class to begin on time and without disruption.
- If you arrive late to class, it is at the instructor's discretion whether you will be allowed to join the class. This may be because you will have missed some warmup practices or explanations, or because of disruption to the class. If you arrive late and are not permitted to join the class, you will not be eligible for a refund;
- We strongly discourage you from departing the Class prior to the scheduled conclusion time as it is disruptive to the enjoyment of other participants.
- You are required to always wear appropriate attire for the Class and must refrain from wearing any that contains offensive prints or designs.
- Any anti-social, intoxicated, disorderly, aggressive, offensive, inappropriate, discriminatory or dangerous behaviour that may threaten the safety or security of our clients, staff, any other persons, including infrastructure and equipment will not be tolerated.

PHYSICAL TOUCH

You acknowledge and agree that our instructors may use tactile cueing and adjustment methods or make physical contact with you for correction purposes in order to ensure that any exercises are undertaken in accordance with Helen Pope's best practice. If you do not wish for this, please notify us prior to any Classes.

PERSONAL BELONGINGS

We do not assume any responsibility to safeguard your personal belongings that you bring into our Venue. As such, we strongly recommend that you:

- refrain from bringing any valuable personal belongings into our Venue, such as mobile phones, jewellery, personal devices, wallets, handbags and purses;

- only bring personal belongings into our Venue that are absolutely necessary for you to have with you during the class; and
- store any personal belongings out of the way of the Class, or in a storage space requested by the instructor.

AUSTRALIAN CONSUMER LAW

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, we are not liable for any Loss or Damage arising from your attendance at our Venue or Classes including, but not limited to, any theft, unauthorised access or third-party interference.

To the extent to which we are entitled to do so, our liability under the Australian Consumer Law will be limited, at our option to:

- the supply of equivalent services e.g., another opportunity to book a Class; or
- the refund of the payment made for the Class.

In any case, our liability to you will not exceed the amount actually paid by you to us for a Class.

You acknowledge, agree and undertake to indemnify us and keep us at all times fully indemnified from and against any claims whatsoever arising directly or indirectly as a result of any breach by you of this Agreement, any conduct by you in participating in our Classes, and any third-party claims.

TERMINATION AND REFUNDS

We may, at our sole discretion and without prejudice to any of our rights, immediately terminate this Agreement where you breach any term or condition of this Agreement. If you are in breach of this Agreement, you will not be entitled to any refunds including any refunds of any Classes, and any outstanding Fees become immediately due and payable.

FORCE MAJEURE

Where there is a Force Majeure Event, we will not be considered in breach of this Agreement, to the extent that our obligations are unable to be performed by such an event. We will not incur any liability to you for any Loss or Damage of any nature incurred or suffered in connection with any Force Majeure Event.

IF THERE IS A DISPUTE

You acknowledge and agree that confidentiality is paramount to our reputation. At no time will any communications or discussions be made public, including but not limited to any social media websites. Any public discussion or comments considered defamatory, negative or otherwise damaging will be the subject of compensation in any mediation or litigation claim. In the event of any dispute that cannot be resolved by mutual agreement, both parties agree to obtain an independent professional arbitrator/dispute resolution specialist to make a determination on the dispute and each party agrees to pay their own costs.

GOVERNING LAW AND OTHER MATTERS

This Agreement is to be construed in accordance with the laws of NSW, Australia, and you and we submit to the jurisdiction of the courts of NSW, Australia. This is the entire Agreement between you and us and supersedes any prior agreements, proposals and communications whether oral or written, between you and us. In the event of an inconsistency between this Agreement and other terms and conditions on our Website, these Terms and Conditions will prevail. No other term is to be included in this Agreement except where it is required to be included by law. The failure by us to exercise any right or enforce any provision in these Terms and Conditions does not waive the future operation of that right or provision. In the event that a provision in this Agreement is not enforceable, such provision shall be severed from this Agreement to the extent permitted by law, and the remaining provisions will remain in full force and effect. All obligations and liabilities in this Agreement will survive termination of this Agreement.

DEFINITIONS

"Agreement" means these Terms and Conditions, our Website Terms of Use, Privacy Policy and any other policies we publish or link to on our website.

"Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

"Claims" mean any claim, under the statute, tort, contract or negligence, any demand, award or costs.

"Classes" mean the Yoga and Mindfulness & Meditation conducted at our Venue.

"Fees" mean payment due from you for the Classes provided by us.

"Force Majeure Event" means any event beyond our control which prevents us from complying with our obligations under this Agreement, including but not limited to, a pandemic, act of God, such as fires, earthquakes, floods; war or hostilities, riots, strikes, disorder or acts or threats of terrorism, or electrical failure, changes to regulations, weather events, travel limitations, venue closures.

"Loss or Damage" means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of profits, revenue, savings, loss of enjoyment, loss of opportunity, loss of reputation or goodwill, loss or corruption of information or data, personal injury, death, property damage and legal costs.

"Medical Condition" means any type of illness, disease, injury, condition, disability, disorder, physical deformity or mental illness.

"Venue" means the physical location(s) including any community centre where the classes may be held.

"We, us, or our" means Helen Pope t/as Helen Pope Yoga [ABN [61 800 858 590](#)] and includes any of our directors, officers, employees, agents, partners and contractors.

"Website and Services" means www.momoyoga.com/helen-pope-yoga and everything available on this Website including, but not limited to, products and services.