

## EVENT TERMS AND CONDITIONS

### 1 DEFINITIONS

The following terms shall have the following meanings:

- 1.1 'Booking Form': the form a Customer is required to complete to make a booking.
- 1.2 'Commencement Date': the start date of the Event identified in the Booking Form.
- 1.3 'Contract': The booking made by the Customer in accordance with the Booking Form and confirmed by email by the Organiser together with these Terms and Conditions.
- 1.4 'Customer': the person or persons as named in the Booking Form.
- 1.5 'Deposit': The non-refundable deposit payable on return of the completed Booking Form and specified on the Booking Form.
- 1.6 'End Date': The end date of the Event identified in the Booking Form.
- 1.7 'Organiser': the name of the person, persons or company sometimes referred to as 'We', named in the Booking Form whose principal trading address is situated at the address given in the Booking Form:
- 1.8 'Parties': The Organiser and the Customer.
- 1.9 'Price': the price for the Event.
- 1.10 'Property': The property situated on or at the Venue not belonging to the Customer and where the text so permits or requires any part of it.
- 1.9 'Event': The event identified on the Booking Form.
- 1.10 'Timings': any specific timings identified on the Booking Form.
- 'Term': The period starting on (and including) the Commencement Date and ending on the End Date or earlier termination in accordance with these Terms and Conditions.
- 1.11 'Venue': the venue identified on the Booking Form.

### 2 ACCOMMODATION AND PRICES

- 2.1 The Customer shall not arrive before the Commencement Date and shall adhere to any Timings on the Booking Form.
- 2.2 On the End Date the Customer shall clear all belongings by the time specified on the Booking Form.
- 2.4 The Customer and any member of his/her group shall not use the Venue for any offensive, noisy, dangerous, illegal, immoral, or improper purposes, keeping live birds or animals: exhibition or entertainment: public meeting: or any sale by public auction.
- 2.5 The Customer and any of his/her group shall not attach or display any advertisement, sign, flag or notice on or in the Venue.
- 2.6 The Customer and any member of his group shall not do anything at the Venue which may be a nuisance or annoyance to the Organiser, and its guests, staff or owners of the Venue or occupiers of a neighbour's property. Others invited by the Customer may only visit with the prior permission of the Organiser.
- 2.7 The Customer shall keep the Venue Property fixtures, fittings, furniture and effects in a clean and good condition (wear and tear excepted).
- 2.8 In the event of any breach of these Terms and Conditions and upon being provided written notice to that effect by the Organiser, the Customer and/or any member of his/her group will be required to leave the Venue forthwith and the Organiser shall not accept any consequential liability damages or loss occasioned thereby.

### 3 BOOKING AND CONTRACT

- 3.1 The Customer shall check the details on the Booking Form upon receipt. In the event of any discrepancy, the Customer shall contact the Organiser.
- 3.2 If any person booked on the Event is prevented from travelling, the Organiser will agree to that person's booking being transferred to another person who satisfies all the conditions applicable, subject to both persons accepting joint and several liability for full payment of the Price and the Organiser's charge for confirming the transfer and any additional costs arising from the transfer.

### 4 PAYMENT

- 4.1 The Customer shall pay the Organiser the Deposit or Price as specified on the Booking Form for

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each person named in the Booking Form at the same time as returning the Booking Form to the Organiser to secure each place on the Event.

4.2 The Customer shall pay the Organiser any remainder of the Price not less than 12 weeks prior to the Commencement Date or when returning the Booking Form if less than 12 weeks prior to the Commencement Date.

4.3 Payment may be made by cheque or bank transfer made payable in accordance with the details on the Booking Form.

4.4 If the Customer withdraws or cancels any secured place for the Event the Organiser shall be entitled to retain the Deposit.

4.5 If the Customer withdraws or cancels any secured place for the Event within 12 weeks of the Commencement Date the Organiser shall be entitled to retain or seek payment of as much of the Price as is needed to cover its reasonable costs and losses caused by withdrawal or cancellation.

4.6 The Organiser cannot offer any refund for decisions to leave the Event earlier than the End Date.

## 5 AMENDMENT TO BOOKING FORMS AND CONTRACTS

5.1 The Organiser reserves the right to alter the yoga activity or timings (such as change the yoga teacher due to the teacher's absence/illness, low/high numbers of clients or bad weather) or where circumstances beyond the Organiser's control require it to do so.

5.2 Subject to Clause 5.3 below, in the event that the Organiser cancels the Event the Organiser will refund the price the Customer has paid for the Event.

5.3 The Organiser shall not be liable to pay compensation to the Customer where:

5.3.1 the Event is cancelled because the number of persons who agreed to take it is less than the minimum number required, and the Customer is informed of the cancellation by email to the email address provided on the Booking Form 7 days prior to the Commencement Date.

5.3.2 the Event is cancelled by reason of unusual and unforeseeable circumstances beyond the Organiser's control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances include unavoidable technical problems with transport.

## 6 PROPERTY INSURANCE HEALTH AND SAFETY

6.1 The Organiser is under a duty to ensure so far as is reasonably practicable that the health and safety of the Customer is protected.

6.2 It is the duty of the Customer including members of his/her group to take reasonable care of their health and safety and that of other persons who may be affected by their acts or omissions and to co-operate with the Organiser so far as is necessary to perform or comply with any requirement imposed by any relevant safety rules regulations and law.

6.3 The Customer must comply fully with all and any health and safety Regulations from time to time introduced by the Organiser.

6.4 Prior to staying at the Venue or participating in any activity promoted by the Organiser the Customer must ensure and is solely responsible to satisfy himself / herself that he / she and or all members of his / her group are medically mentally and physically fit and able to use such facilities or participate in activities promoted or organised by the Organiser. It is recommended that the Customer seeks a doctor's advice if practising yoga for the first time, if pregnant, postnatal or if recuperating from surgery, injured or ill.

6.5 The Customer is under a duty to notify the teacher immediately upon arrival at the Venue of any medical mental or physical condition or pregnancy affecting the Customer or any member of his group and the Organiser reserves the right at its absolute discretion to restrict or prevent the Customer or any member of his group from using any facility or participating in any activity promoted or organised by the Organiser without liability for any refund.

6.6 The Organiser suggests that no classes are undertaken within the first 12 weeks of pregnancy or such period of rest as is recommended by the Customer's doctor post-natally, following surgery or other injury or illness. Any classes undertaken while pregnant, post-natally following surgery or other injury or illness are to be consulted with the doctor and yoga teacher prior to reservation being made and are taken at the Customer's own risk.

6.7 The Customer is responsible for taking adequate personal insurance cover in respect of physical

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injury and other medical risk(s).

## 7 SECURITY AND VALUABLES

7.1 The Customer and each member of his group shall take proper care and use of the Venue Property and shall reimburse the Organiser for any loss breakage or damage occasioned by the improper or negligent use thereof prior to departure from the Venue. In the event that any such loss breakage or damage comes to light after the Customer has departed, the Organiser reserves the right to send an invoice for the amount to the address on the Booking Form.

7.2 The Customer nor any member of his group may not without the prior consent of the Organiser remove or attempt to remove from the Venue any Property and the Customer shall be liable for and reimburse the Organiser for any loss arising due to breach of this Clause. The charge will be the full replacement amount of the missing items, including any carriage charges.

7.3 The Organiser cannot accept any responsibility for loss or damage howsoever occasioned to the personal property, possessions or valuables of the Customer or any member of his/her group and it is the sole responsibility of the Customer to ensure that he and each member of his group have adequate insurance cover in respect of their personal property.

## 8 COMPLAINTS

8.1 In the event that the Customer has a reasonable proper complaint the Customer shall notify the Organiser's teacher as soon as possible, providing any available supporting evidence in respect thereof.

8.2 The Organiser will endeavour to resolve complaints reasonably.

8.3 In the event that no solution can be reached the matter shall be submitted to mediation.

## 9 INAPPROPRIATE BEHAVIOUR

9.1 It is the Organiser's policy to ask guests to leave without refund should the teacher feel they have acted in an inappropriate manner. This includes without limitation:

9.1.1 Touching a teacher inappropriately or staff member or pointing a finger in to the face of the teacher or any staff member.

9.1.2 Being a general nuisance within the group.

## 10 LIMIT OF LIABILITY

10.1 The Organiser does not represent or warrant that the Customer will not suffer from any injury in any exercise during the Event and to the maximum extent legally permitted and subject to the following paragraph, the Organiser excludes all representations, warranties, undertakings and guarantees connected therewith.

10.2 Nothing in this Agreement shall exclude or in any way limit the Organiser's liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent that it may not be excluded or limited as a matter of law. Subject to this the Organiser will not be liable to the Customer in respect of any:

10.2.1 personal injury (including without limitation serious injury or death) that the Customer may suffer or sustain directly or indirectly as a result of attending the Event which is not caused by the Organiser's negligence, nor will the Organiser be liable to the Customer in respect of any other losses arising as a result of any such personal injury.

10.2.2 of the Customer's personal property that is lost, stolen or damaged before, during or after Event sessions.

10.2.3 losses arising out of any event or events beyond the Organiser's reasonable control (e.g. by virtue of force majeure).

10.2.4 business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

10.2.5 special, indirect or consequential loss or damage.

10.3 Subject to what is provided above, the Organiser's maximum aggregate liability under or in connection with this Contract whether in contract, tort (including negligence) or otherwise, shall not exceed the total sum paid on behalf of or to the Organiser by its insurers in settlement or satisfaction of the Customer's claims under the Terms and Conditions.

## 11 LAW AND INTERPRETATION

11.1 Headings and clause headings contained in the Contract are for reference purposes only and should not be incorporated in the said documents and shall not be deemed to be any indication of the meaning of any clause or sub-clause to which they relate.

11.2 All agreements on the part of either of the Parties which comprises more than one person or entity shall be joint and several and the neuter singular gender throughout the Contract all include all genders and the plural and the successors in title to the Parties.

11.3 References in this Contract to any clause sub-clause schedule or paragraph without further designation shall be construed as reference to the clause sub-clause schedule or paragraph of this contact so numbered.

11.4 If any provision or part thereof of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either of the Parties from any competent authority the Parties shall amend that provision in such manner as achieves the intention of the Parties without illegality or that may be severed from the Contract and the remaining provisions of this Contract all remain in full force and effect.

11.5 English Law shall govern the Contract.

## 12 MISCELLANEOUS

12.1 No term shall survive expiry or termination of the Contract unless expressly provided.

12.2 These Terms and Conditions supersede any prior Terms and Conditions and any such prior agreements are cancelled as at the revision date but without prejudice to any rights which have already accrued to either of the Parties.

12.3 Each of the Parties shall give notice to the other of the change or acquisition of any address telephone fax number or electronic mail address or similar contact particulars at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

12.4 Any notice to be served on either of the Parties shall give notice to the other of the change or acquisition of any address telephone fax number or electronic mail address or similar contact particulars at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

12.5 Each of the Parties and signatories to a Booking Form or Contract warrants its power to enter into the Booking Form or Contract and the information contained therein and has obtained all the necessary permits and approvals to do so.

12.6 All and any photographs and promotional material produced or procured by the Organiser cannot be used or reproduced for any purpose by a Customer or any third party without the prior written consent of the Organiser.

12.7 Nothing contained in the Booking Form or Contract shall be construed or have effect as constituting any relationship of employer and employee or partnership between the Organiser and the Customer.

12.8 If the Organiser decides to offer discounted places, this does not affect the status of any Customers who have previously paid the Price, and no discount will then become due to them.