

YOGATREAT GENERAL TERMS & CONDITIONS

Yogatreat | Austerlitz 2023 | Kvk 50230794

Last updated: November 2023

1. These terms and conditions outline the rules and regulations for the use of YogaTreat Website & Services, registered with the Chamber of Commerce, under number 50230794, Meester Ansinkweg 28, Austerlitz.
2. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:
 1. **Additional Terms and Conditions:** Any additional terms or conditions made applicable to a specific service, workshop, retreat or teacher training organised by YogaTreat.
 2. **Application form or application process:** Refers to an application form that has to be filled out and signed by the aspiring participant prior to the teacher trainings of YogaTreat. These services may have the stipulation that the participant must meet certain qualifications before being accepted in the course or program.
 3. **Classes:** Indicate any occurring in person class I offer in person.
 4. **Classes Online & On-Demand:** indicates Classes or Workshops I offer via any online platform. An on-demand class implies that the class was pre-recorded, and thus, no teacher is available to answer or observe the Client activities.
 5. **Class Pass:** a class pass as referred to in article 8.
 6. **"Client", "You", and "Your" , "his", "her"** refers to the person accessing the Website or the person who has booked or participates in any YogaTreat Services provided by YogaTreat and accepting YogaTreat's General Terms and Conditions.
 7. **Default:** To fail to do something, such as pay a debt or a deposit, that you legally have to do.
 8. **Deposit:** When a deposit is requested to hold a spot in certain YogaTreat Services, the Client is required to transfer the amount mentioned to YogaTreat account within the time mentioned in the agreement. Failure to do so in time will result in default: the reservation is no longer held, and; any financial discounts, such as early-bird discounts, may not be applicable.
 9. **Event:** An event is when YogaTreat offers certain services in an external location, possibly in partnership with another organization(s).
 10. **Financial Agreement:** The agreement between YogaTreat and the (aspiring) Client that stipulates the financial terms and payment dates agreed to.
 11. **Privacy Policy and Confidentiality:** The Privacy Policy of YogaTreat stipulates the procedures for the collection, use and disclosure of Clients' personal and confidential information. Confidential information shall be treated as such if the participant explicitly indicates it, or if it is evident from the nature of the information that it is confidential.
 12. **Force Majeure:** An unexpected event such as a war, crime, pandemic (e.g. COVID) or an earthquake which prevents someone from doing something that is written in a legal agreement. YogaTreat is not liable under these circumstances for non-performance caused by events or conditions beyond YogaTreat' control. This provision does not relieve the Client of its obligation to fulfil payment obligation.
 13. **Premises:** Any location that is used by YogaTreat to offer YogaTreat Services.
 14. **Online Pre-Teacher Training:** Preparatory online training offered before a training that trains its participants to become a yoga teacher.

15. **Online Teacher Training:** Any online teacher training organised with and/or by YogaTreat, that trains its participants in their further development as yoga teachers on an online platform.
16. **Price:** The total price of a service, including the deposit. It may or may not include VAT.
Early-Bird Price: A discounted price that is conditional that the participant pays the full discounted price by a specific (early) date, stated on the event page.
17. **YogaTreat Services:** Including but not limited to: in-person and/or online group or private yoga or movement or meditation Classes, Workshops, Teacher Trainings, Events or Retreats.
18. **Retreat:** A Retreat describes an event organised with and/or by YogaTreat taking place in a location in The Netherlands or internationally, where yoga or similar services are offered in a location with lodging, food and training or classes. Travel expenses are not included.
19. **Retreat Teacher Training:** A Retreat Teacher Training organised with and/or by YogaTreat, that trains its participants in their further development as yoga teachers. Which is taking place in a location in The Netherlands or internationally, including food and beverages, and training. Travel expenses and lodging are not included.
20. **Teacher:** The person who has been assigned by YogaTreat to offer YogaTreat Services.
21. **Teacher Training:** Any Teacher Training (Online Teacher Training or Retreat Teacher Training) organised with and/or by YogaTreat, that trains its participants in their further development as yoga teachers.
22. **Continuing Education:** Workshops or Events for Clients who have finished their primary education as a yoga teacher in a range of different topics.
23. **Website:** The website of YogaTreat: www.yogatreat.eu
24. **Workshop:** A yoga workshop given or to be organised with or by YogaTreat.

3. Establishment of agreements

1. YogaTreat "General Terms and Conditions" is a legally binding document that applies to participation in all services, promotion, interaction with the Website, activities, contracts and agreements for booking services (online and in various premises), promoted or hosted by YogaTreat.
2. By accessing the Website or buying any services at YogaTreat, we assume you accept these terms and conditions in full.
YogaTreat reserves the right to vary or revoke any of the General Terms and Conditions from time to time which it may consider necessary or suitable for the regulation of the governance of the conduct of Clients. The most recent version of the Terms and Conditions is always the version that is applicable and is always available on the Website. YogaTreat will announce any amendments to the General Terms and Conditions in the YogaTreat newsletter.
3. Deviations from and additions to concluded agreements of these General Terms and Conditions are only valid if and insofar as these have been explicitly confirmed in writing either directly to the Client or published on the Website.
4. If one or more stipulations in these General Terms and Conditions at any time wholly or partially be void or destroyed, then the remainder of these General Terms and Conditions remain fully applicable.
5. In some cases, we may add Special Conditions to cover a specific event or retreat or teacher training. These will be published on the page that advertises this service on the Website.
6. The General Terms and Conditions shall be governed by the laws of The Netherlands & subject to the exclusive jurisdiction of the Dutch Courts.

4. **Becoming a YogaTreat Client**

1. Participation in any of YogaTreat activities - be it paid or unpaid, on-site or off-site, means (by default) that you are a Client of YogaTreat.
2. Clients may participate in YogaTreat Services during the term of the specific terms determined by service type and conditions.

5. **Schedule**

1. In the event of force majeure, unforeseen circumstances, including illness or transportation problems of the teacher, YogaTreat reserves the right to change the schedule at any time, to cancel a yoga Class(es), Workshop or Teacher Training day and/ or to change the teacher or move the services to an online platform.
 - a) In the case of total cancellation, there will be no refund of any fees.
 - b) YogaTreat is not responsible for travel fees, or any expenses incurred by you as a result of such cancellation
2. YogaTreat reserves the right to not offer any services on public holidays or on other days as needed.

6. **Limitation of liability**

1. YogaTreat strongly recommends that you consult with your physician before beginning any exercise program. You should be in good physical condition and be able to participate in the exercise. It is the Clients' responsibility to ensure that they are capable of undertaking strenuous physical activities, yoga or other activity Classes, Workshops, Events, Teacher Training or Retreat, that they attend, regardless if with a live Teacher, online or on-demand (online).
2. Clients accept the risk of injury from performing yoga or other exercises. When participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge YogaTreat and all Teachers from any and all claims or causes of action, known or unknown, arising out of participation in YogaTreat Services or YogaTreat or its Teachers' negligence.
3. YogaTreat and all Teachers are not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.
4. YogaTreat accepts no liability for loss or damage to property or injury of Clients or their guests to them on various used Premises or outside.
5. Although YogaTreat strives to only provide correct information on the Website, YogaTreat is not liable for any inaccuracy and no rights can be derived therefrom.

7. General Guidelines & Code of Conduct

1. Personal belongings are brought into various Premises at the Client's risk and YogaTreat does not accept liability for any loss or damage whatever to such items.
2. Arriving on time is required in order to enter the room at least 5-minutes prior to start of Class, Workshop, Event, Retreat or Teacher Training. In some cases, late arrival will mean no entrance or postponed entrance, with no refund.
3. Clients are requested to wear a form or dress appropriate to the practice of yoga and other movement classes. Body and clothing should cover private parts, be hygienic and clean and free from strong smells or cologne.
4. Clients are requested to give written notice to YogaTreat of any change of address, email or contact number. Failing such notice, all communications sent by YogaTreat shall be assumed to have been received by the Client within 5 days of emailing or posting to the last email or post address notified to the YogaTreat.
5. YogaTreat reserves the right to withdraw, suspend or refuse Services without any refund of any service fees paid already, to any Client whose conduct is, or may be deemed to be in reasonable opinion, injurious to the character or sphere of YogaTreat; or persons who do not observe Terms & Conditions; or where such expulsion is otherwise to be in the interests of the other Clients.

8. YogaTreat Class Pass

1. The YogaTreat Class Pass entitles the holder to a specified number of classes and are valid for a specific period of time (determined per product) after the date of purchase. After that period, these remaining classes become invalid.
2. Yogatreat can book classes with their class pass by logging in to the website with their user details. The number of passes used and still available are managed within the software system of Wix Bookings.
3. There is no refund on a Class Pass, they cannot be postponed nor suspended for any amount of time.

9. Payment, Price Changes & Discounts

1. All YogaTreat Services must be paid for before the services are rendered.
2. Payments can be made online via the Website; IDEAL, Visa, Master Card, Apple Pay or Google Pay are accepted. For payments via Bank Transfer, you'll receive an invoice via email.
3. As a general rule for Payment Plans, payments are due on the 5th of the month.
4. In the case of a late payment (for whatever reason) YogaTreat reserves the right to charge an administration fee of €15,00.
5. In the case of non-payment, YogaTreat reserves the right to suspend the account of the relevant Client, and if necessary, to take legal action to re-coup the legally agreed upon fees due.
6. YogaTreat reserves the right to change any or all Services advertised and agreed on Prices.
7. Any price changes will be announced in advance, by placing statements on the Website, and/or by direct email. The currently applicable rates are always mentioned on the Website.
8. YogaTreat may, from time to time, offer discounts or "early bird" specials for some of YogaTreat's Services. These offers are valid only during the dates stated on the website and are not available to persons who bought the same service made on earlier or later dates.

10. General Conditions for YogaTreat Services

1. The upcoming schedule of YogaTreat Services can be found on the Website. YogaTreat reserves the right to change the schedule at any time. If possible, any changes are announced in advance, by email or newsletter.
2. The price for any YogaTreat Services can be found on the Website.
3. Payment for any YogaTreat Services must be paid in full before the start of the service.
4. For Teacher Trainings, a payment plan may be applicable and is available upon request from Client. Links to these Payment Plans and Financial Agreements are sent via email to the Client.
5. In case of participation in a Teacher Training or Retreat, the Deposit must be paid within the indicated time on the Application Form or Website. Only then, the application is complete, and a reserved spot is secured.
6. The balance needs to be paid no later than the indicated period on the Application Form, prior to the start date. The Client will receive an email or a copy of the agreement from YogaTreat specifying the details agreed upon and deadlines for payment, including if relevant, a Payment Plan and Financial Agreement.
7. Payments must be paid on time or a €15 administration fee will be billed.
8. Payments for trainings are non-transferable to other services or people.
9. For some Workshops, Teacher Trainings, Events, and Retreats an "Early Bird Rate" applies. This reduced rate applies until the date specified on the Website or in your confirmation of registration. After this date, the normal rate, which is also specified on the Website, applies without exception.

11. Specific Conditions for Online Classes

1. All Online Classes are available for online booking up to 10 minutes in advance.
2. The Client receives a link via email for the Online Class to enable participation. After the class the Client receives a link to the recording of the Class.
3. There is no refund on Online Classes.

12. Specific Conditions for Workshops & Event

1. Any participation in a scheduled Workshop or Event may be cancelled only in writing. Cancellations can be done by sending an email to admin@yogatreat.eu
2. Upon cancellation of the Workshop or Event by the Client, a cancellation fee is applicable:
 - a) From moment of booking to 30 days before the start date: 100% of the Price is refunded minus €15 administration fee.
 - b) From 30 days to start date: 50% of the Price is refunded
 - c) 7 days or sooner before start date: no refund
3. YogaTreat reserves the right to cancel any Workshop or Event at any time due to insufficient enrollment, illness of the teacher, travel issues of the teachers or any other unforeseen circumstances. Notice will be provided with the option to reschedule for a future date or to receive a full refund of registration fees.
4. YogaTreat is not responsible for any expenses (e.g. for travel and accommodation) incurred by the customer if a Workshop or Event is cancelled.

13. Specific Conditions for (Online or Retreat) Teacher Trainings or Continuing Education.

1. YogaTreat offers Teacher Trainings and Continuing Education aimed to support the professional development of current or becoming yoga teachers.
2. Clients may consider their enrolment confirmed in a Teacher Training, that require an application, after they have filled out the application form completely, have received approval or acceptance from YogaTreat to participate in the training, and have paid the deposit within the required deadline stated.

Failure to do any of the above does not allow the Client to hold a spot in the training.
3. The Teacher Training has an intensive schedule and curriculum that is physically, mentally, and emotionally demanding. By participating, the Client declares that he/she/they is healthy on a medical and mental health level and is ready to fully participate in the demands of the training.
4. YogaTreat reserves the right to ask a Client to leave the training if found plagiarizing, if their behaviour is disruptive, inappropriate, negatively impacting other Clients learning, unethical or violations of the Yoga Alliance ethical guidelines. Under such circumstance's Client will not be refunded tuition.
5. By participating in a Teacher Training, the Client declares that he/she/they is aware that it is their own responsibility to take care of their own health and well-being during such training, at all times.
6. If Client chooses to cancel their participation in a Teacher Training before completing the training, Client must send an email to inform YogaTreat at admin@yogatreat.eu.
7. The conditions are:
 - a) More than 26 weeks before start date, 100% of the Price refunded minus Deposit.

- b) Within 26-16 weeks before start date, 90% of the Price refunded minus Deposit.
 - c) Within 16-8 weeks before start date, 70% of the Price refunded minus Deposit.
 - d) Within 8-2 weeks before start date, 30% of the Price refunded minus Deposit.
 - e) Within 2 weeks or less, or after the start date of the training there is no refund.
8. The Deposit is non-refundable.
 9. Payment Plans: YogaTreat provides the option for participants in Teacher Trainings & Continuing Education to avail themselves of a payment plan. Opting for a payment plan necessitates an initial deposit to secure enrollment. Upon completing the online deposit payment and digitally accepting the financial agreement, participants choosing the payment plan commit to subsequent payments due in the second, fourth, and sixth months of the training. In the event of non-completion or voluntary withdrawal from the training for any reason, participants who have chosen the payment plan remain financially liable for the full training fee as outlined in the selected payment plan. This financial obligation persists irrespective of the participant's ability or decision to conclude the training.
 10. If a Client misses over 10% of training, they risk receiving a non-passing status. Under such circumstances Clients will be given the opportunity to retake certain aspects of Teacher Training on specific given dates with additional fees.
 11. All YogaTreat Teacher Training materials are under copyright protection and cannot be reproduced without the permission of the author. Failure to comply may result in legal action.
 12. The current schedule will always be emailed to the Client with confirmation mail. YogaTreat reserves the right to change the schedule at any time.
 13. YogaTreat reserves the right to change the planning of a Teacher Training due to unforeseen circumstances, including public health outbreaks, weather, transportation problems or force majeure. In some circumstances, YogaTreat may move the in person training days to an online environment if this allows us to continue the training.
 14. The Client is responsible for booking his/her own accommodation or lodging at the Premise where YogaTreat offers the Teacher Training.
 15. YogaTreat reserves the right to cancel the Teacher Training at any time due to insufficient enrollment, illness of the teacher, travel issues of the teachers or any other unforeseen circumstances. Notice will be provided, all prices already paid by the Clients will be refunded in full within 21 days of notice.
 16. YogaTreat is not responsible for lodging costs booked at the Premise and travel fees, or any expenses incurred by you as a result of such cancellation.
 17. When you book your own flight or late booking, you are also responsible for taking out travel/cancellation insurance, which also covers the risk when a trip is cancelled by the YogaTreat.
 18. Paying for the Teacher Training and completing the training hours alone does not mean the Client will pass the program.
 19. Many of the Teacher Trainings are offered in English, Dutch or Spanish language trainings will be specified on the Website.

14. Specific Conditions for Retreats

1. 14.1. Any participation in a scheduled retreat may be cancelled only in writing. This can be done by sending an email to admin@yogatreat.eu.
2. 14.2. The conditions are:
 - a) More than 12 weeks before start date, 100% Retreat Price is refunded (minus Deposit).
 - b) Within 12-6 weeks before start date, 70% Retreat Price refunded (minus Deposit).
 - c) Within 6-3 weeks before start date, 30% Retreat Price refunded (minus Deposit).
 - d) Within 3 weeks or less, or after the start date of the Retreat there is no refund.
3. If there is a Deposit, then the Deposit is non-refundable.
4. YogaTreat reserves the right to change the planning of a Retreat due to unforeseen circumstances, including public health outbreaks, weather, transportation problems or Force Majeure (e.g. COVID). In those circumstances the Price already paid by the Clients will be refunded by YogaTreat or co-organisator.
5. Transfers to other (scheduled) Retreats are not permitted, or discussed otherwise.
6. YogaTreat reserves the right to cancel the Retreat at any time due to insufficient enrollment, illness of the teacher, travel issues of the teachers or any other unforeseen circumstances. Notice will be provided, the registration fee already paid by the Clients is refunded immediately.
7. If the retreat is cancelled, for whatever reason, YogaTreat cannot be held liable for any damages. YogaTreat is not responsible for travel fees, or any expenses incurred by you as a result of such cancellation.
8. When you book your own flight or late booking, you are also responsible for taking out travel/cancellation insurance, which also covers the risk when a trip is cancelled by the YogaTreat.

15. Intellectual Property

1. All course materials, documents, videos, audio recordings, and other resources provided by YogaTreat in the context of classes, workshops, training courses, and other services are the exclusive intellectual property of YogaTreat or its licensors.
2. The Client acknowledges that such material is intended solely for personal and non-commercial use. The Client is not permitted to copy, modify, distribute, publish, or use the material for commercial purposes without prior written permission from YogaTreat.
3. In case of infringement of intellectual property rights, YogaTreat reserves the right to take legal action and demand compensation for any damages suffered.
4. YogaTreat endeavours to ensure that the material provided does not infringe on the rights of third parties. If the Client believes that certain material infringes intellectual property rights, they are requested to inform YogaTreat immediately.

16. "Right of cancellation" (buyer's remorse) or "Right to cancel"

1. 15.1.The Client has the legal right to change their mind and cancel the YogaTreat Services within a period of 14 days, from the moment the Client has bought any Service or signed an Agreement.
2. 15.2.To exercise the right to cancel, the Client must inform YogaTreat of their decision to cancel their contract with YogaTreat by sending a mail to admin@yogatreat.eu.
3. 15.3.The Client will receive a (partial) refund, according to the cancellation conditions of each Yogatreat Service.

17. Governing Law and Dispute Settlement

1. 16.1.The General Terms and Conditions are exclusively governed by Dutch law.
2. 16.2.Complaints: Should Client encounter a problem during any of our services, please inform YogaTreat immediately by sending an email to admin@yogatreat.eu. YogaTreat will attempt to put things right.
3. 16.3.Any disputes relating to the General Terms and Conditions or any YogaTreat Services are settled exclusively by 1st choice a mediator of YogaTreat's choice, and if this does not settle the case, a competent court in Utrecht or any higher court.
4. 16.4.Please note that YogaTreat cannot be held responsible for the individual behaviour of any other person, Client or group member.