

YOGA MOVES GENERAL TERMS AND CONDITIONS

Article I. These terms and conditions outline the rules and regulations for the use of Yoga Moves' website & services.

- (a) **Yoga Moves:** refers to the services offered by the companies, Yoga Moves BV & Yoga Moves Hot, BV; registered with the Chamber of Commerce in Utrecht, the Netherlands, under numbers 30171870 & 66224691.
- (b) **Yoga Moves, BV.** St. Janshovenstraat 1, 3572 RA Utrecht
- (c) **Yoga Moves Hot, BV.** Jan van Scorelstraat 41, 3583 CK Utrecht

Article II. 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, workshops, course, retreat or training organized by Yoga Moves.
2. **Application form or application process:** The application form of Yoga Moves that has to be filled out and signed by the aspiring participant prior some services (mostly Teacher Trainings) of Yoga Moves. (OR: *An application form is required for participation in some of our services (primarily teacher training's). These services may have the stipulation that the participant must meet certain qualification's before being accepted in the course or program. Once the application form is filled out, signed and turned in by the aspiring participant, Yoga Moves will let the requesting participant know if they are accepted into the program.*)
3. **Classes:** indicate any regular occurring class we offer on our regular weekly schedule.
4. **Class Cards:** a 1, 5, 10 or unlimited class card as referred to in article 10. (OR: *purchase of a class card allows Client to purchase a single or multiple classes for a discount. These cards have an expiration date depending on the card you choose.*)
5. **Class Card Monthly Memberships (or Membership):** Yoga Moves offers various levels of price points for class attendance when a client agrees to memberships for Clients who attend yoga classes regularly at Yoga Moves. These various levels of services and prices include but are not limited to: Balance, Infinity, these memberships are issued by Yoga Moves via an application and financial agreement to be paid by the Client.
6. **"Client", "You", and "Your"** refers to the person accessing this website, or the person who has booked or participates in a service such as classes, workshops, courses, events, retreats or training provided or coordinated by Yoga Moves. and accepting Yoga Moves terms and conditions.
7. **Starters Cards:** A low-cost introduction period for a new client to try our classes. They are available for new members who live or work in the province of Utrecht.
8. **Discounted groups:** Persons who can show they are full-time College or University student or U-pas holders are eligible to enjoy some discounts on our services. You must show valid proof of your status (status must also be valid longer than the terms of service). We reserve the right to request a renewal of your University or Upas status once a year or at the end of the term indicated on your ID.
9. **Default:** to fail to do something, such as pay a debt or a deposit, that you legally have to do.
10. **Deposit:** When a deposit is requested to hold a spot in a training or service, client is required to transfer the amount mentioned to Yoga Moves 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.

11. **Event:** An event is when Yoga Moves offers special or regular services in our or external locations, possibly in partnership with another organization(s), where our services are integrated or offered in a special situation.
12. **Financial Agreement:** the signed agreement between Yoga Moves and the (aspiring) Client that stipulates the financial terms and payment dates agreed to.
13. **Force Majeure:** an unexpected event such as a war, crime, or an earthquake which prevents someone from doing something that is written in a legal agreement. Yoga Moves is not liable under these circumstances for non-performance caused by events or conditions beyond Yoga Moves' control. This provision does not relieve the Client of its obligation to fulfil payment obligation.
14. **Pre-Teacher Training:** Preparatory training courses offered prior to a training that trains its participants to become a yoga teacher.
15. **Price:** the total price of a service, including the deposit.
 - a. **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 workshop or event page.
16. **Yoga Moves services:** including but not limited to: group or private yoga or movement or meditation classes, courses, workshops, training, events or retreats; memberships, class cards; purchases online or in person for services yet to be delivered, and for products in our shop, courses, workshops, events, retreats and teacher training's.
17. **Student (or client):** the person who attends or wishes to attend a class, course, workshop, private session, teacher-training or retreat.
18. **Student (University students):** We distinguish between "clients who are students at Yoga Moves" and students who are enrolled in a college or University and therefore eligible for discounts.
19. **Retreat:** A retreat describes an event taking place in another location in The Netherlands or internationally, where yoga or similar services are offered in a location with lodging, food and training or classes. Travel is not included.
20. **Teacher:** the person who has been contracted by Yoga Moves to teach classes, give private sessions, workshops, events or training.
21. **Trainer:** the person who has been contracted by Yoga Moves to teach workshops or training.
22. **Teacher Training:** any teacher training organized with and/or by Yoga Moves, that trains its participants in their further development as yoga teachers.
23. **Continuing Education:** courses for clients who have finished their primary education as a yoga teacher in a range of different topics.
24. **Website:** the website of Yoga Moves: www.yogamoves.nl
25. **Workshop:** A yoga workshop given or to be given by Yoga Moves.
26. **Yoga Moves Member:** A client of Yoga Moves with an active class card, membership or someone who participates in classes.

Article III. Establishment of agreements

1. Yoga Moves "General Terms and Conditions" is a legally binding document that apply to participation in all services, promotion, interaction with our website, activities, contracts and agreements for booking services (online and in our premises), promoted or hosted by Yoga Moves.
2. By accessing our website (www.yogamoves.nl), or buying any services at Yoga Moves, we assume you accept these terms and conditions in full.
Yoga Moves 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 studio & the conduct of Clients. The most recent version of the Terms and Conditions is always the version that is applicable

- and is always available at the Website. Yoga Moves will announce any amendments to the General Terms and Conditions in advance by e-mail.
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 Yoga Moves website by Yoga Moves.
 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 training. These will be published on the page that advertises this service on Yoga Moves 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.

Article IV. Becoming a Yoga Moves Client

1. Participation in any of Yoga Moves activities - be it paid or unpaid, on site or off site, means (by default) that you are a client of yoga moves.
2. Clients may participate in our classes, training, courses, events or other activities during the term of the specific terms determined by the product or service type and conditions.
3. One may also be a client by purchasing any items in our shop, online or in one of our shops.
4. When a person has turned in a signed Member Registration Form or Client agreement or been accepted in a training program or ticked the Terms & Conditions On-line form(s), and paid the first or total instalment, and fulfils the requirements of that membership, they shall become a Client or a Yoga Moves Class card Member.

Article V. Schedule and opening

1. The current class, workshop and training schedule is listed on our website.
2. in the event of force majeure, unforeseen circumstances, including illness or transportation problems of the teacher, Yoga Moves reserves the right to change our schedule at any time, to cancel a yoga class, training day and/ or to change the teacher.
3. In these case of total cancellation, there will be no refund of any fees. All clients will be taken out the class if they signed in in-advance ad may use the session in another day or time.
4. Yoga Moves is open most days, but reserves the right to close its doors on public holidays or on other days as needed.
5. In the event that we must close due to repairs or personal emergency, for 10 days or more (of both studios combined), Yoga Moves will offer compensation in future extension of class cards or memberships.
6. Closure under 10-days, we will not be held responsible for compensation.

Article VI. Limitation of liability

1. Yoga Moves 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's responsibility to ensure that they are capable of undergoing undertake strenuous physical activities, yoga or other activity classes, workshop, teacher training or retreat, that they attend.

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 Yoga Moves and all its agents (teachers and trainers' consultants) from any and all claims or causes of action, known or unknown, arising out of participation in Yoga Moves services or Yoga Moves or its agents' negligence.
3. Yoga Moves and all contractors used by Yoga Moves 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. Yoga Moves accepts no liability for loss or damage to property or injury of clients or their guests to them on the premises or outside.
5. Although we strive to only provide correct information on our website, we are not liable for any inaccuracy and no rights can be derived therefrom.

Article VII. General Guidelines & Code of Conduct

1. Personal belongings are brought into Yoga Moves premises at the client's risk and Yoga Moves does not accept liability for any loss or damage whatever to such items. For security reasons, clients are advised to take small valuable personal belongings with them into the studio, and not leave them in the changing rooms area.
2. Arriving on time is required in-order to enter the room at least 5-minutes prior start of class, workshop, or 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 Yoga Moves of any change of address, email or contact number. Failing such notice, all communications sent by Yoga Moves 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 Yoga Moves.
5. Yoga Moves reserves the right to withdraw, suspend or refuse our services without any refund of any service fees paid already, to any Client whose conduct is, or may deemed to be in reasonable opinion, injurious to the character or sphere of Yoga Moves; or persons who do not observe Term & Conditions; or where such expulsion is otherwise to be in the interests of the other Clients or Staff.

Article VIII. Service Agreements: (Class Card Monthly Memberships)

1. Clients may enter into service agreements (including Class Card Monthly Memberships) such that they pay an agreed upon special rate on a monthly basis for a specified or unlimited time period, for a series of classes or for a course or workshop.
2. The financial agreement may be arranged by an "incasso" or automatic bank transfer as established under the standard agreements for these transactions under Dutch banking laws; or by agreement between both parties that the client pays said debt on a monthly basis for a period of time.
3. The effective date of the term of any Class Card Monthly Memberships is always the 1st day of the calendar month. The expiry date of any of the Balance or Infinity Memberships is always the last day of the month (e.g. 30 April or 31 March).

4. After the client has reached the minimum amount of time that card requires (Minimum Subscription Period or terms of 3, 6 or 12 months), Clients Class Card Monthly Membership is automatically converted into a continuous auto pay agreement for an indefinite period of time, at the same monthly fee.
5. After the minimum term is completed, a client may choose to discontinue his or her Class Card Monthly Memberships. Cancellation of con continuous auto pay agreement must be communicated to Yoga Moves in writing with a minimum period of one (1) month ahead of cancellation.
6. A clients Class Card Monthly Memberships may be put on hold for a maximum of one (1) month, once every 12 months, with a minimum amount of time warning of one (1) month prior to the to be suspended month.
7. Yoga Moves may offer persons with specific Class Card Monthly Memberships special bonuses or invitations at our discretion.
8. To make use any Class Card Monthly Memberships offers, client must be able to make payments by direct debit from a Dutch national bank (using an "incasso" agreement).
9. Any special requests from a client should be addressed to:
contact@yogamoves.nl.

Article IX. Early Termination of Class Card Monthly Memberships

1. In the event of prolonged illness or an injury (anticipating more than 6 weeks), the Client may terminate the Class Card Monthly Memberships early. A request for early termination or a longer pause, must be submitted to Yoga Moves in writing and (upon request) must be accompanied by a medical certificate or note from your doctor.
2. This termination may be sent by email to contact@yogamoves.nl.
3. The Client Class Card Monthly Memberships will be cancelled with the next cycle of payments. No refunds will be issued on past classes or the last cycle of classes in the payment cycle.

Article X. YOGA MOVES CLASS CARDS - single or multiple use class-cards

1. The Yoga Moves Class "Cards" entitles the holder to one, (1), five (5) or ten (10) or other number of classes.
2. Yoga Moves Class "Cards" are valid for the indicated number of time (determined per product) after the date of purchase. After that period, this remaining classes on the "card" becomes invalid.
3. We no longer issue actual cards, instead the client visits are managed are managed though the software system (MindBody) connected to Yoga Moves website. Each client has access to their records, purchases, remaining classes via their personal log in.
4. The Yoga Moves Starters Card entitles the holder to one (1) month unlimited yoga and can be purchased only once by new clients. A new client may use the Yoga Moves Starters Card only if he has not attended more than one (1) yoga classes at Yoga Moves. Yoga Moves reserves the right to change this offer at any time for new purchases. The Yoga Moves Starters Card starts from the date of purchase.
5. At the end term of the starter card, the right to attend classes is suspended regardless of how man classes they attended (unless the client makes a new purchase for classes).
6. There is no refund on these class cards and they cannot be postponed nor suspended for any amount of time.

Article XI. Payment, Price Changes & Discounts

1. All classes, workshops, training or other activities organized by Yoga Moves must be paid for before the services are rendered.
2. Payments can be made by PIN card on our premises; Credit Card (Visa, Master Card - are only accepted online); Money Transfer with invoice, or in the case of monthly payment agreements, by Direct Debit using automatic withdrawal (using an "incasso" agreement).
3. We do not prefer cash on our premises.
4. As a general rule, direct debits or auto payments for monthly payments (or incasso agreements) are made around the 5th of the month. For the first month, the payment is scheduled for around the 13th.
5. If a client debt cannot be collected, due to insufficient funds, blocking or other reasons (unrelated to Yoga Moves technical issues), for example due to a wrong bank number given, a handling fee of at least €5,00 or the amount charged us by the third party financial institutes fees plus €10 admin fee or whichever is more.
6. In the case of non-payment, Yoga Moves 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.
7. Yoga Moves reserves the right to change any or all services advertised and agreed on prices. In the case of a Class Card Monthly Memberships, any change will be implemented at the end of a term cycle or/and with at least a 3-month warning.
8. 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 and are available for inspection at the reception desk of Yoga Moves.
9. Clients who do not wish to accept a change to the Terms & Conditions or to pay an increase in any fees, may cancel their Membership by giving written notice to the studio (admin@yogamoves.nl) The notice must be given before or within 30 days after the change to the Terms & Conditions, or within 30 days before or after the increase in fees have taken effect.
10. The client giving notice must continue to pay their fees at the rate current immediately prior to any proposed increase until the end of the term of their membership.
11. If the above steps are not taken, the price changes will be implemented and the new price or general conditions will be valid.
12. Clients agree & acknowledge that by agreeing to the Minimum Subscription Period or term, they are given preferential rates by the Yoga Moves and therefore are obliged to pay the full agreed upon rate until the end of the minimum subscription period.
13. Once the minimum subscription period is over, client may cancel their Class Card Monthly Memberships by giving a minimum of 1 month notice, and by written request by email to admin@yogamoves.nl.
14. Discounts: On presentation of an official and valid University student card, a student public transport pass or a U-pass, Yoga Moves may offer discount on some services. Yoga Moves will ask to see the valid ID at least once a year or in some cases, more often if the card/ID presented is not valid for a full year.
15. Yoga Moves may, from time to time, offer discounts or "early bird" specials for some of their services. These offers are valid only during the dates stated on the website, and are not available to persons who bought same service made on earlier or later dates.

Article XII. Reservations and signing in for Classes

1. Please be on time, at least 10 minutes before class starts. This will insure your reserved spot, but you will also have enough time to prepare for your class.
2. Before a yoga class the Client must report to the reception desk of Yoga Moves and personally sign in via the Mind Body system (also when you have signed in online).
3. We do not accept late entries into class, and reserve the right to send clients away when late.
4. All classes are available for online booking up to 30 minutes in advance.
5. Your booking is valid until 10 minutes before the class starts. If you have not shown up by then, we assume you will not be coming and we are free to give your spot to someone else. You will not be compensated for your reservation if it is given away.
6. CANCELLATIONS:
 - a. CLIENT can cancel your booking up to 3 hours before the class starts using our online (MindBody) program, this is considered an "Early Cancellation" and you will not be charged for the reservation. (To do this, go to your account and cancel the class in your schedule)
 - b. If you cancel your reservation less than 3 hours before the start of class, your cancellation will be regarded as a "Late Cancellation".
 - c. Consequences or Late Cancellation or a No-Show (reserving but not showing up to class and not informing the studio in time) are:
 - i. If you have a class card, this class will be charged from your card.
 - ii. With a Client Class Card Monthly Memberships or starterscard (unlimited options) we allow a max. of 3 times per month late cancellation. On and after the 4th time, we, we will suspend your privilege to book online for one month.
 - iii. In that case, you can still drop in (we always hold a min 3 walk-in spots every class)
 - d. Pre and post-natal classes are allowed 24 hours in advance cancellation in order to be considered an Early Cancellation. Cancellation within 24 hours of the pre or post-natal class will be considered a Late Cancellation and client will forfeit that class.

Article XIII. Yoga Moves Workshops, Courses, Events, Teacher Training and Retreats.

1. The current workshop, events, teacher training and retreat schedule can be found on the website. Yoga Moves 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 a workshop, event, teacher training and retreat can be found on the Yoga Moves website.
3. Payment for a workshop, course, event or retreat must be paid in full before the start of the event. Registration may be effected by enrolment via the online reservation system.
4. For Teacher Training, a payment plan may be applicable. These payment plans are mentioned on the Application Form of the specific training, under Financial Agreement.
5. In case of participation in a teacher training or retreat, the deposit must be paid within the indicated time on the registration 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 e-mail from Yoga Moves specifying the agreement and deadlines for payment, including if relevant, a payment plan.

7. Payments must be on time or a €25 fee or 10% admin fee (over the outstanding amount) will be billed (whichever is more).
8. Payments for trainings are non-transferable to other courses 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.

Article XIV. Cancellation for Workshops, Courses & Events

1. Any participation in a scheduled workshop or event may be cancelled only in writing. Cancellations can be done by sending an e-mail to: contact@yogamoves.nl
2. Upon cancellation of the workshop or course by the client, a cancellation fee is applicable:
 - a) Until one (1) month before start date: free of charge
 - b) Up to eight (8) days before start date: 50%
 - c) 8 days or sooner before start date: no refund

Article XV. Participation and Specific Conditions for Teacher Trainings or Continuing Education.

1. Yoga Moves host trainings and continuing education intensives or courses aimed to support the professional development of current yoga teachers.
2. Clients may consider their enrollment confirmed in a Teacher Training Course, that require an application, after they have filled out the application form completely, have received approval or acceptance from Yoga Moves 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 course.
3. The Teacher Training has an intensive schedule and curriculum that is physically, mentally, and emotionally demanding. By participating, the client declares that (s)he is healthy on a medical and mental-health level and is ready to fully participate in the demands of the program.
 - a. Yoga Moves reserves the right to ask a client to leave the program 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 circumstances client will not be refunded tuition.
 - b. By participating in a Training, the client declares that (s)he is aware that it is their own responsibility to take care of their own health and well-being during such training, at all times.
4. If client chooses to early cancel participation in a teacher training course, client must send a letter by post or email to inform Yoga Moves (training@yogamoves.nl).
The conditions are:
 - a) More than 12 weeks before start date, I will be refunded 90% course fee (10% admin fee) or a min. of €100 (whichever is more).
 - b) Between 6-12 weeks before start date, refunded 70% of the total course fee.
 - c) Within 1-6 weeks of the start date, refunded 30% of the total course fee.
 - d) Within 1 week or less, or after the start date of the course there are no refunds of money, regardless of circumstances.
5. If a client misses over 20% of training, they risk receiving a non-passing status. In addition, Yoga Moves has the right to ask said person to leave the training (due

to the disturbance it may cause). Under such circumstances, client will be given the opportunity to retake the program as a discounted rate in the future, subject to availability.

- a. Re-enrolling in a new course: If client misses too many days in a course, or drop out due to any circumstance, they have the option to re-enrol (fill out an application again) in a future course at a discount of 30%. However, the spot is not automatic and is based on availability. If the training is sold out, client will need to wait for a future training with space available to complete their make-up training.
6. All Yoga Moves 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.
7. The current schedule will always be mailed to the participant with confirmation mail. Yoga Moves reserves the right to change the schedule at any time.
8. Yoga Moves reserves the right to cancel Teacher Training if there are insufficient clients. In this case, the fees already paid by the clients will be refunded in full within 14 days of notice.
9. Paying for the program and completing the training hours alone does not mean the client will pass the program.
10. Many of our programs are given in English, Dutch language programs will be specified on the website description.

Article XVI. Participation in Retreat

1. Any participation in a scheduled retreat may be cancelled only in writing. This can be done by sending an email to contact@yogamoves.nl
2. Upon cancellation of the retreat by the client, a cancellation fee is applicable:
 - a. 8 or more weeks before start date: 25%
 - b. 4-8 weeks before start date: 35%
 - c. 2-4 weeks before start date: 60%
 - d. within 2 weeks before start date: no refund.
3. Transfers to other programs are not permitted. And no refunds will be made for failure to attend or to complete the retreat. In all other cases refunds will be processed after the retreat ends.
4. Yoga Moves reserves the right to cancel within 4 weeks for insufficient attendance. In this case, the registration fee already paid by the clients is refunded immediately.
5. If the retreat is cancelled, for whatever reason, Yoga Moves cannot be held liable for any damages.
6. 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 Yoga Moves.

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

1. The client has the legal right to change their mind and cancel the product or services bought, excluding starters card or special (introduction) offers within a period of 14 days, from the moment the client signed the agreement.
2. To exercise the right to cancel, the client must inform us of their decision to cancel their contract with Yoga Moves by sending a mail to contact@yogamoves.nl. The date of the e-mail will be considered the last day of their contract.
3. The client will receive a partial refund, either according to the attended services of this product (e.g. "rittenkaart" or training) or according the exact days the client has enjoyed access to our services, regardless whether the clients has actually attended classes or not.

4. Food products, DVD's, books and Sales items are not returnable, we also do not accept return of products that are opened or look used or damaged.
5. Any items specially ordered by specific request by a client are not returnable.

Article XVIII. Governing Law and Dispute Settlement

1. The General Terms and Conditions are exclusively governed by Dutch law.
2. Complaints: Should client encounter a problem during any of our services, please inform a member of the Yoga Moves team immediately, or send an email to Contact@Yogamoves.nl. We will endeavour to put things right.
3. Any disputes relating to the General Terms and Conditions, any Membership, a Private Card or a Client's attending group and private yoga classes, Workshops, Trainings or Retreats organized by Yoga Moves are settled exclusively by 1st choice) a mediator of Yoga Moves choice, and if this does not settle the case, a competent court in Utrecht or any higher court.
4. Please note that Yoga Moves cannot be held responsible for the individual behaviour of any other person, client or group member.