

# Terms and Conditions

This site is owned and operated by Diversity Yoga.

These terms and conditions (T&Cs) include general T&Cs for use of this Site, T&Cs relating to the services provided by Diversity Yoga

Diversity Yoga reserves the right to vary and revoke these T&Cs from time to time which it may consider necessary.

Please read these T&Cs carefully. Your use of the Site and the purchase of any Service will be subject to these T&Cs. You now hereby agree to our T&Cs.

## Principles & Payment Terms

If paying by block booking or multi-class pass, refunds are not issued for missed sessions, however, you do have the opportunity to attend any other class during any week of that term to 'make up' for the missed session. Please note the end date on your class pass. Class passes will not be valid for use after the end date.

Please arrive on time for all classes to avoid any disruption to the class, the warm-up is an essential part of your yoga practice.

*Please discuss any injuries or health issues with your teacher prior to the class to enable any issues to be addressed.*

To ensure a place in the class you must book a space. Class-pass packages are available with a discounted rate however no refund will be given if classes are missed. Please bear this in mind when deciding which payment option is right for you. To attend any workshop, retreat or class, payment must be made in advance. Cash on the day will be accepted for scheduled classes, but bookings must be made in advance. Cash bookings not attended will still remain payable.

Please note that booking is the responsibility of the attendee and it is a necessity in order to guarantee a class place. Should the class become full you will be automatically added to a waiting list and be informed of any cancellations.

6-session remedial yoga one-to-one courses must be completed within 8 weeks of the start date to ensure maximum benefit of the practice.

If you do have any problems do not hesitate to contact [cathy@diversityyoga.co.uk](mailto:cathy@diversityyoga.co.uk)

## Health

Participants with low/high blood pressure and/or cardiac irregularities should not attend class until they have written permission from their doctor. If there is any doubt, the Participant should consult his/her doctor. Participants must notify the Class teacher of any circumstances affecting their health, which may be exacerbated through continued yoga practice. Participants are required to complete a health

questionnaire before the first lesson. This questionnaire is handled through Google docs and will not need to be printed, but can be completed and submitted online.

### **Important Liability Statement**

The information available on or through this Site, and the Services supplied via or in connection with this Site or at the Diversity Yoga workshops, classes and programs do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you. It is not our responsibility to do so. Before commencing any exercise regime, you should consult your doctor.

In consideration of Diversity Yoga accepting a person as a Participant, the Participant agrees that:

Neither Diversity Yoga nor its instructor are responsible for any injuries suffered by the Participant caused whole or in part by the Participant's failure to faithfully follow the instructions of the teacher or by any physical impairment of mind not fully disclosed to Diversity Yoga in writing via online health questionnaire.

It is also vital that you supply correct information about yourself. We cannot be liable for any incorrect information supplied by you to us. We try to make sure that all information contained on this web site (and provided by us to you as part of any Services or Products) is correct, but, subject to the paragraph below, we do not accept any liability for any error or omission and exclude all liability for any action you (your legal representatives, heirs) may take or loss or injury you may suffer (direct or indirect including loss of pay, profit, opportunity or time, pain and suffering, any indirect, consequential or special loss, however arising) as a result of relying on any information on this web site or provided through any Service supplied by us to you.

Neither Diversity Yoga, nor its instructor are responsible for loss or damage to a Participant's personal belongings.

Diversity Yoga reserves the right to change the class schedule, including cancellation of individual classes and change of instructor without notice.

You, your legal representatives and your heirs release waive, discharge and covenant, not to sue Diversity Yoga or its instructor for any injury or death caused by their negligence or other acts.

### **Personal belongings, dress and safety.**

For security reasons Participants are advised to place all their valuables in a safe place.

Participants are requested to wear clothing that preserves their dignity throughout the full range of movement that constitutes a Yoga Class.

If you would like to wear socks during your lesson please make sure these are Yoga Socks that have appropriate grip to the under sole to prevent injury. It is preferable to practice barefoot.

For safety reasons and because all Participants are barefoot – no crockery, glass or anything breakable is permitted in any part of the lesson.

No food is to be consumed within the yoga class.

Participants should not use a Diversity Yoga mat if they have a verruca or similar foot complaints. It is preferable for all participants to use their own yoga mats for hygiene purposes.

In the event of a fire, Members are asked to make their way to the nearest available exit.

### **Warranties**

Diversity Yoga warrants that the Services will be supplied with reasonable skill and care.

Statutory Rights and Refunds and Cancellation Courses are sold in blocks of 1 or 6 or such other combinations as Diversity Yoga may introduce from time to time. The Participant shall not transfer sessions to any other person or permit them to be used by anyone other than the Participant. Any assignment, transfer or disposal of courses is at the sole discretion of the Master Trainer and may only be permitted in exceptional circumstances. Class fees are non- refundable.

Class fees may be increased by Diversity Yoga at any time. The Proprietor shall give the Clients not less than 14 day's notice prior to any such increases.

Details of class times will be displayed on the website. Classes will be published and will be available on our Website(s).

Any booked sessions must be cancelled within 24 hours, via email. If you have purchased a consecutive package no refund or transfer will be available.

Cancellations on workshops and retreats will only be accepted until 7 days before the event. A 50% admin fee will be payable. The remainder of the fee will be refunded only if a suitable replacement candidate can be found.

When you are purchasing a class, you are paying for a class and not an instructor. Instructors are subject to change without notice.

The rights of cancellation and refund and any limitation expressed in these T&Cs do not affect your statutory rights as a consumer.

### **Definitions**

In these T&Cs, the following definitions apply: "Services" means any information and services ordered and/or provided by Diversity Yoga through or via the Site or our classes and all services offered as part of any course or workshop. Any electronic information supplied to you by Diversity Yoga will constitute part of "Service" not a Product and cancellation rights will apply accordingly. "Site" means the web site at the URL [www.diversityyoga.co.uk](http://www.diversityyoga.co.uk) or replacement site(s) from time to time.

## **Site Usage and Intellectual Property Rights**

You may use the Site for personal and lawful use and in accordance with these terms and you are not allowed to copy or use any material from the Site for any commercial purpose.

The intellectual property rights in all contents of the Site and supplied as part of the Services, and in the Diversity Yoga trademarks and logos (“Materials”) are owned by Diversity Yoga. Except to the extent expressly set out in these T&Cs, you are not allowed to make any copies of any part of any Materials, or remove or change anything on the Site, include or create links to or from the Site without our written authority, or remove or change any copyright, trademark or other intellectual property right notices contained in any Materials or copies thereof. “Diversity Yoga” is a registered trade mark or application for a registered trademarks owned by Diversity Yoga. You must not use the Diversity Yoga brand, logos or marks without written licence.

You must not use the Site to post, upload or otherwise transmit material which is obscene or pornographic, threatening, menacing, racist, offensive, defamatory, infringing of any intellectual property or otherwise unlawful, to harass, stalk, threaten or otherwise violate the rights of others, to misrepresent your identity or status, to hack into this Site or any other related computer system, to make excessive traffic demands, deliver viruses or forward chain letters or similar materials that may reasonably be expected to inhibit other users from using and enjoying the Site or any other web site or damage or destroy the reputation of Diversity Yoga.

Diversity Yoga accepts no obligation to monitor the use of the Site. However, Diversity Yoga reserves the right to disclose any information as required by law and/or to remove, refuse to post or to edit any information or materials, to block your access and to take such other action as may be reasonably necessary to prevent any breach of these T&Cs or any breach of applicable law or regulation. Diversity Yoga will also in its absolute discretion fully co-operate with law enforcement and other relevant authorities with respect to any investigation of suspected unlawful activity or violation of network security. You should refresh your browser each time you visit the Site to ensure that you download the most up to date version of the Site as we may change the site from time to time.

## **Your Personal Information**

Usage of your personal information is governed by the Diversity Yoga privacy policy, which forms part of these T&Cs.

## **Liability**

You are referred to the important liability statement at the top of these T&Cs. Subject to that statement you agree that your use of this Site and the Service is on an “as is” and “as available” basis. On that basis, except as expressly set out in these terms, Diversity Yoga does not enter into conditions, warranties or other terms in relation to the Site or the Services (including any implied term relating to quality, fitness for a particular purpose) or any guaranteed or predicted result.

The Site may include links to external sites and co-branded pages. Diversity Yoga

has included links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting, however, Diversity Yoga is not responsible for the content of these site and pages or for anything provided by them.

Subject to the important liability statement, Diversity Yoga is not liable for failure to comply with these T&Cs due to any event beyond its reasonable control, including, without limitation, the input of incorrect information by you.

### **Suspension and termination of Service**

Diversity Yoga may suspend the operation of the Site for repair or maintenance work or in order to update or upgrade the contents or functionality of the Site from time to time. Access to or use of the Site or any Sites or pages linked to it will be not necessarily be uninterrupted or error free.

Diversity Yoga may terminate the Service immediately in the event you breach any of these T&Cs or do not pay any sums due to Diversity Yoga

### **Class information**

Classes start promptly at the advertised times. Members need to arrive with enough time to change and enter the yoga studio before the class starts.

### **Contract Information**

No contract will exist in relation to the Services until we have confirmed to you by email the particulars of your booking, the value of your booking and the Services you have purchased.

Pricing Information displayed on the Site as to pricing and availability is subject to change by Diversity Yoga without notice.

### **Reservations**

Class size is limited and Diversity Yoga operates a “first come first served” booking policy.

A sign-up sheet is available at each class to reserve a space in the next occurring class. Signing up will be regarded as a booking and you will be liable for attending and paying for the space you reserve in this way.

A reservation by email or sign-up holds a space in a class. If reservations are regularly made and not upheld by a Participant, Diversity Yoga has the right to ban the Participant from future bookings.

If a Participant does not book a space in a class via email or sign-up, Diversity Yoga cannot be certain that there will be a mat available for use and therefore there can be no place guaranteed in that class.

### **General**

Diversity Yoga may change these T&Cs from time to time. By browsing the Site you are accepting that you are bound by the current T&Cs. You should check these each time you revisit the Site. These T&Cs form the entire understanding of the parties

and supersede all previous agreements, understandings and representations relating to the subject matter.

These T&Cs shall be governed and interpreted in accordance with English law, and you consent to the non-exclusive jurisdiction of the English courts.

**Enquiries or Complaints**

If you have any enquiries or complaints email [cathy@diversityyoga.co.uk](mailto:cathy@diversityyoga.co.uk)