

## General Terms and Conditions Banyan Yoga.

Note: this translation is provided only as a courtesy towards non-Dutch speaking customers, the Dutch version is leading at all times.

### **Article 1: The agreement**

- 1.1) Subscriptions are personal and non-transferable.
- 1.2) The agreement, membership, evolves out of reception of the signed membership agreement ("inschrijfformulier") by Banyan Yoga.
- 1.3) Any participation of lessons/workshops/massages is at the full responsibility of the participant only.
- 1.4) Each participant is obliged to immediately inform the teacher/trainer on any and all physical complaints they may have. Participation is subject to your health, you should consult with your general practitioner when in doubt.
- 1.5) The notice period is one calendar month, the membership is non-transferable. Giving notice can only be done in writing via E-mail, you should receive a confirmation of such notice, if not your mail will not have been received; you as the customer are responsible to check up on this.
- 1.6) Rates are based on 42 weeks at which the studio is open per calendar year. During school holidays the studio will be closed during the day and only open in the evening.
- 1.7) Should the collection of the monthly/half year or annual fee fail or unwittingly reimbursed Banyan Yoga can charge an additional € 2,50 as an administration fee per event.
- 1.8) If the member fails more than once to pay for his/her membership, Banyan Yoga reserves the right to end the membership immediately. Any remaining payment will need to be done in full.
- 1.9) Prices can be increased at any time without this affecting the membership status. Members will be receiving prior notice. Should any member choose not to accept such increase he/she is free to give notice providing such member has paid his/her fee up till this time.
- 1.10) Memberships can be put on hold in exceptional situations after consultation and subsequent confirmation by Banyan Yoga.

### **Article 2: Exclusion**

- 2.1) Banyan Yoga reserves the right to refuse access to any and all lessons/workshops if the member has failed to pay in time.
- 2.2) Banyan Yoga can refuse access to members without having to state the reason to do so at any time.
- 2.3) There will be no restitution due to holiday, illness or other reasons, except for mutually agreed suspensions of which the member has received a written confirmation by Banyan Yoga.
- 2.4) Banyan Yoga reserves the right to refuse members entry/participation of any lessons at which there are over 26 participants at any one time.

### **Article 3: Changes**

- 3.1) Banyan Yoga reserves the right to alter and modify their Terms and Conditions, lessons, time schedule, dates, location and teachers any time. You are to observe the website to receive information about any of such changes.

### **Article 4: Liability/Disclaimer**

- 4.1) Banyan Yoga takes it upon them to provide the agreed service to the best of their abilities.
- 4.2) Banyan Yoga cannot be held responsible for any damage and or loss of property nor for any kind of damages be it physical or otherwise before, during or after any lesson.
- 4.3) Any liability of Banyan Yoga, its management, employees, self-employed teachers, and any other individual or organization hired to execute any of her activities is limited to amount for which insurance has been taken out including the own risk/no claim percentage of Banyan Yoga. Upon request Banyan Yoga can provide details of such insurances.
- 4.4) Should the above mentioned insurances fail to provide coverage, any such claim towards anybody mentioned under 4.3 Can never exceed the sum of the contribution paid by the member over the time period of the claim.

### **Article 5: Domicile**

- 5.1) General Terms and Conditions apply to all agreements with Banyan Yoga and relate to lessons and courses, workshops, massages, training, and any other form of training or consultancy in any way or form.
- 5.2.) Any deviation from these General Terms and Conditions can only be agreed upon in writing and when duly signed by Banyan Yoga.
- 5.3) Governing Law and Jurisdiction; these Terms and conditions, as well as any other agreement are governed by Dutch law. The competent court of Delft/The Hague, the Netherlands, has exclusive jurisdiction to settle any dispute arising out of or in connection with the Terms and Conditions and/or any other agreement (including a dispute regarding the existence, validity or termination).

### **Article 6: Data protection**

- 6.1) Banyan Yoga collects data to manage her memberships, to execute collection of payments and for administrative purposes. Banyan Yoga will take utmost care to protect the data and uphold the law as defined in the (Wet Bescherming Persoonsgegevens) Dutch Data Protection Act.

### **Article 7: Force majeure**

- 7.1) Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. Meaning a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under any Agreement.