

# YOGAGROUND

## General Terms and Conditions

### Yogaground B.V. – September 2019

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#### Article 1. Definitions

- 1.1 "General Terms and Conditions": the general terms and conditions applied by Yogaground from time to time, the most recent version of which is posted on and can be downloaded from the Website, and which govern the relationship between the Parties.
- 1.2 "Yogaground": whenever the term "Yogaground" is used, this refers to Yogaground B.V., having its registered office in Rotterdam and registered with the Chamber of Commerce under number 64447634 as well as its subsidiaries Yogaground Weena B.V. (CoC 74486616) and Yogaground Studio B.V. (CoC 74486624).
- 1.3 "Participant": a natural person who takes out a Membership with Yogaground to take classes offered by Yogaground, also referred to as "he" or "him", which is deemed to also include the female Participants ("she" or "her").
- 1.4 "Class": a class offered by Yogaground, as posted on the Website.
- 1.5 "Class Pass": Yogaground's system of registering the number of Classes a Participant pays for and can take during a certain period.
- 1.6 "Start date": the date on which payment for a "Class Pass" has been made, unless agreed otherwise.
- 1.7 "Class Location": the venue where the Yogaground Classes are given, currently: Rotterdam Centre.
- 1.8 "Membership": on completion of the registration form by the Participant, followed by unconditional acceptance by Yogaground and after receipt of the Participant's payment, the Membership exists and the Participant is a Member entitled to attend Yogaground Classes.
- 1.9 "Party" and "Parties": The Participant or Yogaground and the Participant and Yogaground jointly.
- 1.10 "Website": the Yogaground website, [www.yogaground.nl](http://www.yogaground.nl).
- 1.11 "App": the mobile application and online booking system used to purchase Classes and Class Passes as well as to book Classes.
- 1.12 "Webshop": the online shop on the Website or in the App used to purchase Classes, Class Passes and other products.

#### Article 2. Applicability

- 2.1 The General Terms and Conditions are issued to the Participant when they complete and sign the registration form.

- 2.2 Yogaground reserves the right to change the contents of the General Terms and Conditions. Changes will be announced in advance (via social media and other channels) and published on the Website.
- 2.3 By becoming a Member, the Participant declares that he accepts the General Terms and Conditions and that he will comply with the house rules applying from time to time at Yogaground, which in any event include the following rules: Participants must observe good personal hygiene; use of an approved yoga mat and a clean towel during Classes is mandatory; and no shoes may be worn in the yoga room.
- 2.4 The Yogaground house rules, as referred to in the previous paragraph, are posted clearly visibly (on the noticeboard) at the Class Location.
- 2.5 The Dutch language version of the General Terms and Conditions is binding. The English language version of the General Terms and Conditions is available on request. No rights can be derived from the English language version.
- 2.6 If a competent Court declares any provision of the General Terms and Conditions null and void or voidable, the remaining provisions of the General Terms and Conditions will remain fully effective. The Participant hereby undertakes to agree to any alternative provision that is close as possible to the old, null and void or voidable provision in terms of content, meaning, scope and objective.

#### Article 3. Our offering

- 3.1 The registration form can be downloaded from the Website and is also available at the Class Location. The Participant will notify Yogaground of any changes in contact details, including email address.
- 3.2 Membership is personal and non-transferable.
- 3.3 Yogaground offers various types of Memberships:
  - (i) Introduction week; (ii) Single Class; (iii) Prepaid Class Pass; (iv) Direct Debit Class Pass; Direct Debit Class Pass for one year(v); Private Classes (vi)
    - (i) *Introduction week* = To be purchased once, after which the Participant can attend an unlimited number of Classes for 7 consecutive days from Start date.
    - (ii) *Single Class* = Payable for each Class that the Participant wishes to attend.
    - (iii) *Prepaid Class Pass* = The Participant pays for a Class Pass that entitles him to attend Classes for a fixed number of credits, for a period of three hundred sixty-five (365) days from the start date of the Class Pass. The Class Pass expires after this period of three hundred sixty-five (365) days and the Participant will not be entitled to attend any Classes not taken.
    - (iv) *Direct Debit Class Pass* = The Participant can attend Classes, unlimited or for a fixed number of credits per month. During the first ninety (90) days from purchase of the Class pass, Participant cannot terminate his Membership. After that, Participant can terminate his Membership in writing by the end of a Calendar Month subject to a minimum notice period of thirty (30) days.
    - (v) *Direct Debit Class Pass for one year* = The Participant can attend Classes, unlimited or for a fixed number of credits per month. This Membership automatically expires after a period of one (1) year.

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- (vi) *Private Classes* = The Participant can attend a predetermined number of classes with a defined training goal, individually or in a duo, with a teacher, for a period of at least one (1) month.
- 3.4 For the purpose of determining the end date of a Membership, the Start date is leading, except as indicated in Article 6.2 of the General Terms and Conditions.
- 3.5 Yogaground reserves the right to change the various types of Memberships.
- 3.6 The current range of Classes available and the opening times of Yogaground are posted on the Website. Classes will start punctually at the stated times. Participant should arrive well before the start of Classes in order to have sufficient time to prepare for Class.
- 3.7 Yogaground reserves the right to change the class schedule, types of (yoga) classes and/or the scheduled instructor. Changes to the class schedule are posted on the Website and/or via social media, as well as (on the noticeboard) at the Class Location.
- 3.8 Yogaground may cancel a scheduled Class as a result of force majeure. Yogaground does not stipulate a minimum number of Participants in order for a Class to proceed.
- 3.9 Yogaground is open 7 days a week, also during (school) holidays.
- 3.10 Yogaground reserves the right to close on public holidays.
- 3.11 Yogaground can provide tailor-made courses or training sessions for companies. For questions or requests for a fitting offer, please contact Yogaground via: [studio@yogaground.nl](mailto:studio@yogaground.nl).

## Article 4. Registration and Cancellation

- 4.1 A Participant can register for a Class at the Class Location ('walk in') or register in advance via the online reservation system.
- 4.2 Cancellation of Classes that have been booked via the online booking system can be cancelled up until 4 hours before the start of the Class. Cancellation needs to be done in the online booking system.
- 4.3 Private Classes and Basecamps can be cancelled up until 24 hours before they start, without payment being required. Private Classes and Basecamps that are cancelled within 24 hours before their start will not be refunded.
- 4.4 Cancellation of any other product than as described in 4.2 and 4.3. needs to be done 24 hours before their start. No refunds will be made, however.
- 4.5 A Participant who is unable to attend a 'Single Class' because he is ill or for other reasons is not entitled to catch up on it at a later time, nor does he qualify for a refund for the missed Class.
- 4.6 The following applies to all Memberships: If a Participant is ill, he can catch up on the Classes missed within the applicable period. He does not qualify for a refund if for some reason he cannot attend the missed Classes within the applicable period.
- 4.7 The following applies to all Memberships: If a Participant is ill for a long period of time, i.e. at least four (4) consecutive weeks, but would like to catch up on the Classes missed as a consequence, he can do so for a period of one (1) month after recovery. To take advantage of this option, the Participant must produce a medical statement.

## Article 5. Prices and Payment

- 5.1 The membership fee for an 'Introduction Week', 'Single Class', 'Prepaid Class Pass' and 'Private Classes' is fully payable in advance at the Class Location, in the Webshop or the App.
- 5.2 The membership fee for the 'Direct debit Class Pass' is fully payable in advance by debit or credit card at the Class Location or through the payment methods in the Webshop and App. From the second month on, this membership fee is paid in advance by monthly direct debit. For each failed collection, the Participant will owe a collection fee of €10. A Participant forfeits the right to attend Classes if he is in arrears with payment for one month or longer. In that case, he will still owe the remaining subscription fee.
- 5.3 Holidays or illness of Participant does not constitute grounds for refunds, except in the cases stated in Article 4 of the General Terms and Conditions.
- 5.4 Price changes do not apply to Class Passes already issued.
- 5.5 Yogaground reserves the right to run special discount campaigns and/or grant discounts to certain specified groups, such as students. Yogaground reserves the right to stipulate further conditions for such discounts. Yogaground may repeatedly, regularly ask Participants to produce proof of their identity, such as a student pass.

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## Article 6. Termination and Suspension of Membership

- 6.1 The 'Introduction Week' and 'Prepaid Class Pass' Memberships expire automatically (7 and 365 days from the Start Date respectively; see also Article 3.4 of the General Terms and Conditions) without notice of termination being required.
- 6.2 The 'Direct Debit Class Pass' Membership cannot be cancelled during the first ninety (90) days from purchase. After this period, the Participant can terminate his Membership in writing by the end of the calendar month, subject to a minimum notice period of thirty (30) days. Notice of termination is given in writing, to be addressed to: [studio@yogaground.nl](mailto:studio@yogaground.nl).
- 6.3 After termination of any membership as stated above in 6.1 and 6.2. the Participant will not be entitled to attend any classes not taken.
- 6.4 Yogaground reserves the right to suspend or terminate a Participant's Membership (with immediate effect) for reasons of its own without owing the Participant any refunds. A Participant's failure to observe Yogaground's terms of payment, house rules or other interests, including the interests of other Participants, definitely constitute grounds for such a measure.

## Article 7. Liability

- 7.1 Attendance of Yogaground's Classes and/or use of its accommodation is at the Participant's own risk. Participant is required to take note of the contents of a Class prior to participation and to determine for himself whether he is capable of participating in the Class. Information on the contents of Classes is available on the Website and Participant can also refer to the Yogaground instructor if he has any questions.
- 7.2 Participant is fully liable for any damage or loss and/or costs of any accident or personal injury or of theft, loss of or damage to his clothing and/or personal possessions, except if these are a direct result of intent or gross negligence on the part of (the management of) Yogaground.
- 7.3 If a Participant is not certain whether starting or attending Classes is advisable for him/her or if she is pregnant, Yogaground recommends that he/she consults a GP or other physician before participating in any such Classes.
- 7.4 If a Participant is injured or suffers from any other physical discomfort, the Participant must tell the instructor before Class and strictly follow the instructor's advice and instructions.
- 7.5 During Class, each Participant must carry out the exercises carefully, taking his own physical limitations into account.
- 7.6 Yogaground advises Participants not to bring personal, valuable possessions, such as jewellery, to the Class Location. Participants can store their personal possessions in lockers while they attend Classes. It is not permitted to bring any personal possessions that are not required for a Class to the yoga room.
- 7.7 Yogaground, its staff and/or any third parties it has hired are not liable for any loss, damage and/or theft of a Participant's possessions in or outside the Class Location, except if this is a direct result of intent or gross negligence on the part of (the management of) Yogaground.

- 7.8 Yogaground is not liable for any damage or loss sustained by a Participant as a result of a change in class hours and/or cancellation of Classes.
- 7.9 The liability of Yogaground and/or its staff is at all times limited to the amount paid out by the insurer in the case in question.
- 7.10 Any complaints relating to the Classes provided by Yogaground or the associated service must be reported to Yogaground as soon as possible, in any event within fifteen (15) days after the complaint arose.
- 7.11 If a complaint is justified, Yogaground will make a suitable proposal to the Participant to resolve the complaint within fifteen (15) days after assessing the complaint.

## Article 8. Personal Data/Privacy Policy

- 8.1 Except if a Participant explicitly refuses to consent to this, Yogaground is authorised to photograph and/or film Participants during Classes or during any other use of the Class Location with the aim of using the material for publicity purposes.
- 8.2 Yogaground's privacy policy can be found on the Website ('Privacy Statement'). For any questions about this privacy policy, please send an email to: [studio@yogaground.nl](mailto:studio@yogaground.nl).

## Article 9. Applicable Law and Competent Court

- 9.1 The relationship between Participants and Yogaground is governed by Dutch law.
- 9.2 Any disputes between the Parties that cannot be settled out of court will be brought before the competent court of Rotterdam.