

# Terms and Conditions

## 1. Definitions

- Activity: A activity linked to a membership.
- Soul Yoga: Soul Yoga is registered under Chamber of Commerce number 67863868.
- Lesson: A yoga class linked to a membership.
- Membership: An agreement between a *student* and *Soul Yoga*.
- Moon day: Day when there is a full or a new moon.
- On the One: The owner of the Shala where the *lessons*, *workshops* and other *activities* are given.
- Student: The person who follows, or want to follow, *lessons*, *workshops* or other *activities* within *Soul Yoga*.
- Shala: The room where the *lesson*, *activity* or *workshop* is given.
- Single lesson: A yoga class not linked to a membership.
- Subscription: A document with:
  - Personal data from the *student*
  - Agreement that the *student* has read the terms and conditions
  - Agreement to use the personal data as defined by the privacy statement
  - Authorization to collect *membership-fee* and tuition.
- Teacher: A qualified person who guides the workshops, *lessons* or other *activities* within *Soul Yoga*.
- Website: [www.soulyoga.gr](http://www.soulyoga.gr)
- Workshop: A lesson or activity or a group of lessons or activities that is not linked to a *membership*.

## 2. Applicability of Terms and Conditions

- 2.1. These Terms and Conditions apply on all *lessons*, *activities* and *workshops* within *Soul Yoga* and are published on the *website*.
- 2.2. When participating in *lessons*, *activities* or *workshops* the *student* gives implicit his consent on the Terms and conditions.
- 2.3. *Soul Yoga* has the right to change these terms and conditions.
- 2.4. Changes in the Terms and Conditions are communicated via e-mail, the newsletter and the *website*.
- 2.5. The latest version of the Terms and Conditions is published on the *website*.

## 3. Ashtanga classes

- 3.1. At *Soul Yoga* we teach traditional 'Mysore style' Ashtanga Yoga classes following the method taught at The KPJ Ashtanga Yoga Institute, Mysore, South India. This is the only Ashtanga Yoga Institute worldwide that has the authority to qualify Ashtanga Yoga *teachers* to teach the method.
- 3.2. The Mysore method is an individualised practice within a group setting.
- 3.3. The classes are taught in silence with *students* receiving 'hands on' therapeutic adjustments from the *teacher*.
- 3.4. The *student* memorises the primary series, then intermediate series and then the advanced series posture by posture, each posture preparing the body and mind for the next.

- 3.5. The practice should ideally be done every day with the exception of *moon days*, Saturday or Sunday and the first three days off menstruation. This daily repetition builds a deep heat in the body which allows it to open, purify and transform safely. If this heat is not developed the risk of injury is greater.
- 3.6. The practice will start short (about 20 minutes) and eventually when the whole primary series is learnt about an hour and a half.
- 3.7. The student should only practice asanas given by the teacher, asanas should not be skipped, or modified without the teachers' approval.
- 3.8. Even if the student is feeling unwell (with the exception of fever and open wounds) a short practice is better than no practice at all.
- 3.9. Students shall not do inverted asanas during menstruation.
- 3.10. Be aware that some pain and discomfort can be a by-product of Ashtanga yoga.

#### 4. Membership

- 4.1. *Students* with a *membership* can participate in *lessons* or *activities* organised by *Soul Yoga* as defined by the type of *membership*. *Workshops* and *single lessons* are not part of the *membership*.
- 4.2. The *membership* is final when *Soul Yoga* received the *students' subscription* and the payment for the *membership*.
- 4.3. The following *membership* types are available:
  - A. Ashtanga Unlimited
    - This *membership* gives right to attend all Mysore Ashtanga *lessons*.
    - Cancellation notice period is 1 month.
  - B. Ashtanga Twice a week
    - This *membership* gives right to attend a Mysore Ashtanga *lesson* twice a week.
    - Cancellation notice period is 1 month.

#### 5. Single lessons

- 5.1. Within *Soul Yoga* it is possible to follow *single lessons* Ashtanga Yoga. In this case membership fee does not apply.

#### 6. Termination and suspension of Membership

- 6.1. *Student* can terminate the *membership* before the first of the month. Cancellations received before the first of the month (i.e., 1-9-2019), will go in effect the following month (no right to lessons from 1-10-2019).
- 6.2. In the event of a long-term illness or injury, the *student* may suspend his or her *membership* for a maximum period of six months. A request for suspension must be submitted in writing to *Soul Yoga* ([info@soulyoga.nl](mailto:info@soulyoga.nl)) and must be accompanied by a medical certificate.
- 6.3. In case of pregnancy, the *student* can have the *membership* suspended for a certain period; this in consultation with *Soul Yoga*. A request for suspension must be submitted in writing to *Soul Yoga* ([info@soulyoga.nl](mailto:info@soulyoga.nl)).
- 6.4. For holidays longer than one month, the *student* may suspend his or her *membership* for a maximum of 2 months. A request for suspension must be submitted in writing to *Soul Yoga* ([info@soulyoga.nl](mailto:info@soulyoga.nl)).
- 6.5. When a *student* wants a new *membership* after termination of the *membership*, *membership* fee applies.

## 7. Payment and Price changes

7.1. *Membership* fee shall be paid before participation in *lessons* or in *activities*.

7.2. Tuition for the *lessons* and *activities* shall be paid before participation in *lessons* or in *activities*

7.3. *Membership fee* and *tuition* are paid by using direct debit. As a general rule, direct debits are made in the first week of the month. In the case of non-payment, Soul Yoga reserves the right to suspend the membership of the student.

7.4. *Workshop* fee shall be paid before attending the *workshop* either by bank transfer or debit card.

7.5. All others payments shall be paid after the lesson by debit card.

7.6. Soul Yoga does not accept cash payments.

7.7. Actual prices are listed on the *website*.

7.8. Soul Yoga has the right to change prices.

7.9. Price changes are communicated via e-mail, the newsletter and the website.

## 8. Schedule

8.1. The actual schedule is listed on the *website*.

8.2. *Lessons* and *activities* are given English unless stated otherwise.

8.3. In line with Ashtanga traditions, there are no lessons on *moon days*. The *moon days* will be listed on the *website*.

8.4. Soul Yoga has the right to change the schedule.

8.5. Schedule changes are communicated via e-mail, the newsletter and the *website*.

8.6. Soul Yoga has the right to cancel a *lesson*, or to replace the *teacher* in a case of force majeure. In that case no restitution of *membership* fee will take place.

8.7. Soul Yoga is generally open all year round. Soul Yoga has the right to cancel the *lessons* on:

- Public holidays.
- School holidays.
- When the *Shala* (owned by *On The One*) is not available due reasons mentioned in the Terms And Conditions of *On The One*. At the time of writing the following reasons were listed in the Terms and Conditions of *On The One*:
  - Maintenance.
  - Calamities.
  - Common interest.
  - Commercial rental.

## 9. Workshops

9.1. *Students* with and without a *membership* can participate in *workshops*.

9.2. *Workshops* are given in English, unless stated otherwise.

9.3. Scheduled *workshops* are listed on the *website*.

9.4. Soul Yoga has the right to change the schedule.

9.5. Soul Yoga has the right to cancel the *workshop* due to force majeure. The *workshop* fee will be fully refunded.

9.6. Additional conditions might apply. These are communicated with the *workshop* description.

## 10. Liability

- 10.1. *Soul Yoga* has qualified *teachers* that take great care of the *students*. However, with Ashtanga Yoga being an energetic active form of yoga there is a risk on injuries during the *lessons*. By attending the *lessons* the student except the risk on injuries.
- 10.2. If the student is feeling unwell (with the exception of fever and open wounds) the student can practice.
- 10.3. Communicate any injuries or illnesses to the teacher before the start of the practice.
- 10.4. To minimise the risk on injuries *Soul Yoga* advises the following:
- 10.4.1. Practise daily as defined in paragraph 3.5.
  - 10.4.2. Only practise asanas given by the *teacher*.
  - 10.4.3. Do not skip asanas.
  - 10.4.4. Follow the *teachers* advise in performing the asanas. When in doubt, do not perform the asana and consult the *teacher*.
  - 10.4.5. As a *student*, listen to your own body. When feeling discomfort express this to the *teacher* before continuing with the asanas.
- 10.5. *Soul Yoga* does not accept any liability for physical or mental injuries.
- 10.6. *Soul Yoga* does not accept any liability for losses or damages.

## 11. Personal Data

- 11.1. For the *subscription* *Soul Yoga* asks the following information:
- Name
  - Address
  - Date of birth
  - E-mail address
  - Phone number
  - Bank account number
  - Authorization to collect membership-fee and tuition.
  - Permission to use the students' personal data as defined into the privacy statement.
  - Consent of a parent or guardian for student younger than 16 years old.
- 11.2. During *lessons*, *workshops* and *activities* *Soul Yoga* maintains a class attendance list.
- 11.3. The privacy statement of *Soul Yoga* is published on the *website*.

## 12. Governing Law and Dispute Settlement

- 12.1. Only dutch law applies to these Terms and Conditions.
- 12.2. Disputes related to the Terms and Conditions, *memberships*, *lessons*, *single lessons*, *activities*, *workshops*, payment, liability or other disputes, shall be first settled by a licensed mediator. If this does not lead to a satisfying solution for both parties, the dispute will be settled in court.

## 13. Code of conduct

- 13.1. *Students* shall follow to code of conduct at all times.
- 13.2. When the *teacher* is not present in the *Shala* at the beginning of class, *students* may not enter the *Shala*.
- 13.3. No drinking, eating or smoking in all rooms, with exception of the canteen.
- 13.4. No shoes in the *Shala*.
- 13.5. Keep the spoken communication to a minimum. As a general rule; don't speak unless spoken too.

- 13.6. When attending a yoga class make sure you are clean and fresh. Use unscented deodorant when needed. Do not use lotions, moisturisers or oils since this makes the skin slippery making it difficult to adjust safely.
- 13.7. Wear comfortable clean clothes, in which you can move easily.
- 13.8. *Soul Yoga* does not supply yoga mats or blankets to *students*. You have to bring your own. Make sure the yoga mat is clean.
- 13.9. Ashtanga Yoga uses 'hands on' therapeutic adjustments. The *student* can express at any time if they would prefer not to receive an adjustment and their wishes will always be respected. Be aware these adjustments are part of the nature of teaching Mysore-style Ashtanga. Without these adjustments progress in your practice might be less.
- 13.10. Sexual behaviour or sexually suggestive behaviour is not tolerated.
- 13.11. *Soul Yoga* advises not to eat later than two hours before class.
- 13.12. When a *student* does not obey to the code of conduct, *Soul Yoga* has the right to terminate the *membership* without a refund of the *membership* fee and tuition paid.