

TERMS & CONDITIONS

Last updated August 2021

Please read these Terms and Conditions carefully before booking a Class or Workshop. By booking and/or attending a Class or Workshop you confirm that you agree with these Terms and Conditions.

1. Definitions

- a. Class: a yoga class provided by the Teacher for which the Student/Participant must make an appointment in advance.
- b. Price: the total price (including VAT) of the service provided by the Teacher.
- c. Student Sign-Up Form: form containing pertinent information to help the Teacher better instruct the Student/Participant. This form is to be completed and signed prior to attending the first Class or Workshop.
- d. Student/Participant: interchangeable terms for the person who attends or wishes to attend a Class or Workshop.
- e. Teacher: Cristina Menendez
- f. Terms and Conditions: The below terms and conditions used by Y65a which are available on the Website.
- g. Website: the website of Y65a: www.y65a.yoga
- h. Workshop: A yoga or yoga related Class given by the Teacher or in conjunction with other teachers, lecturers, specialists or organizers.
- i. Y65a has its seat at 27 Allee du Carmel, L-1354, Luxembourg and is registered at the Luxembourg Trade Register with number A41937.

2. Scope of Application

The Terms and Conditions apply to all Classes or Workshops. By participating in a yoga Class or Workshop, the Student agrees to the applicability of these Terms and Conditions.

These Terms and Conditions may be amended from time to time. The most recent version of the Terms and Conditions is always the version that is applicable and is available on the Website.

3. Payment and Price Changes

All Classes or Workshops must be paid for in advance or on the day of the Class either in cash or by bank transfer. The Teacher reserves the right to change the prices. Any changes are announced through the Website. The currently applicable rates are always mentioned on the Website.

4. Reservations and Cancellations

Classes shall be booked in person or via email or phone. You can cancel your booking with a minimum of 24 hour notice before the Class starts. This can be done via email or phone only. If the Class had been pre-paid, the credit can be used to book another class in the future (within one year of the originally booked Class). If the Class is cancelled by the Student within 24 hours of the Class start time, the payment is non-refundable. Please arrive at least 5 minutes before Class starts to ensure that you are prepared to start on time.

5. Schedule

The current schedule can be found on the Website. The Teacher reserves the right to change the schedule at any time. If possible, any changes are announced in advance. The Teacher reserves the right to cancel a yoga Class or Workshop that has been scheduled. In this case the credit can be used to book another class in the future (within one year of the originally booked Class).

6. Liability

The Teacher strives to provide correct information on the Website and is not liable for any inaccuracy therein and no rights can be derived therefrom.

Attending yoga Classes or Workshops are at the Student's/Participant's own risk. The Teacher accepts no liability whatsoever for a) physical injury, loss or damage relating to Students or Participants attending yoga Classes or Workshops, b) Student's/Participant's belongings that may be left unattended while taking a Class or Workshop regardless of where the Class/Workshop is held.

The Teacher is a certified yoga teacher and always strives to ensure high-quality yoga Classes/Workshops. Even so, a Student/Participant assumes the risk of injury during a yoga Class/Workshop. By participating in a yoga Class or Workshop the Student/Participant acknowledges and accepts the risk of an injury and cannot hold the Teacher responsible in case of death, injury or any accident.

The Student/Participant should note the following guidelines for reducing the risk of an injury:

- i. Always consult a doctor before booking a Class or Workshop to ensure that you are cleared to practice the yoga movements.
- ii. If you have an injury or any other physical inconvenience, inform the Teacher before starting the yoga Class or Workshop.
- iii. If you are (or think you are) pregnant inform the Teacher before starting the Class or Workshop.
- iv. Listen to and follow the instructions and cues provided by the Teacher.
- v. Perform the yoga movements carefully and bear your physical limitations in mind.
- vi. Do not perform any yoga movements that are painful.
- vii. Ask questions if you do not understand the instructions or cues.

7. Personal Data

The Website is hosted by United Domains which uses the webspace provided by IONOS SE. Data is stored on IONOS SE servers in Germany where access to the Website is processed and stored for 14 days and then subsequently deleted.

The Website was created using Mobirise. The 'contact me' form uses Formoid within Mobirise. This form redirects every message through the Mobirise servers before they arrive at their destination, which in this case is a webmail service provided by United Domains in Germany. These are third parties and the Teacher accepts no liability whatsoever to user data transmitted through these means.

The Teacher will keep a file of the Students/Participants based on the Student Sign-Up Form. The Teacher shall be careful while collecting the data and will always comply with the applicable laws regarding personal data (GDPR).

The Teacher will use the personal data to (1) prepare Classes/Workshops to meet the Students'/Participants' needs and (2) keep Students/Participants informed about upcoming Classes/Workshops and possible changes in, e.g., the schedule. If the Student/Participant does not want to receive any communication from the Teacher he/she can opt-out by sending an e-mail to that effect to: cm@y65a.yoga. Without prior written consent, the Teacher will never transfer any personal data of the Student/Participant to a third party. The Teacher however may share personal data such as contact details when collaborating with another studio or teacher for a specific event to which that Student/Participant has registered.

Information may be shared with governmental agencies or other companies participating in fraud prevention or investigation. This may be done when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place.

8. Code of Conduct

Students/Participants shall adhere to the following code of conduct at all times.

Students/Participants should (in no particular order):

- Be clean and fresh when attending a Class/Workshop and aim to avoid strong perfumes.
- Wear clean, flexible, comfortable clothes in which movement is free and easy.
- Not eat at least one hour before the start of the Class and in any case not to come to Class on a full stomach.
- Only talk quietly in all spaces.
- Arrive 5 minutes before Class starts and not arrive late to the Class/Workshop
- Bring a small towel to wipe their brow and some water to drink after the Class.
- Keep their phones switched off or on mute during the Class/Workshop.
- Advise the Teacher of any changes in existing or recent injuries or conditions not already stated in the Student Sign-Up Form.
- Never strain or do any movement that causes pain, just go to where you feel comfortable.

The physical and mental integrity of all Students/Participants must always be respected. Sexual behavior or sexually suggestive behavior is not tolerated and will lead to an immediate dismissal of the Student/Participant (without refund for that Class/Workshop nor of any possible outstanding credit).

The Teacher reserves the right to deny Students/Participants who do not observe the code of conduct.

9. Governing Law

These terms and conditions shall be governed by and construed in accordance with Luxembourg law.

10. Enquires or Complaints

Any enquires or complaints can be made in writing to: cm@y65a.yoga