

## **Terms and Conditions**

Please read through the terms and conditions on our website thoroughly before enrolling. When enrolling as a client of Yoga Den, you agree to the terms and conditions as laid out on Yoga Den website ([www.yogaden.nl](http://www.yogaden.nl)).

### **Definitions**

1. Yoga Den: Yoga Den B.V. has its official seats at Zeilstraat 34H, 1075SJ, Amsterdam, and is listed in the Chamber of Commerce (KvK) under number 82592799.
2. Studio: Yoga Den B.V. has its studio at Zeilstraat 34H, 1075SJ, Amsterdam.
3. Café: Yoga Den B.V. has included a café at the Zeilstraat studio.
4. We, us, our: Yoga Den B.V. and its studio(s).
5. Application form: The application form (digital or on paper) of Yoga Den that must be filled and signed by potential participants, customers and partners prior to the class, workshop, retreat, and teacher training of Yoga Den.
6. Class pack: a 10-class or 20-class package which allows the students to attend 10 or 20 classes at Yoga Den.
7. Subscription/Autopay/Auto-draft: a monthly committed membership which allows the buyer to attend unlimited classes during the paid period until expires or cancelled.
8. Single drop-in/class: a single yoga class at Yoga Den to be attended and paid by the students, other than on the basis of any subscription or other paying class packs.
9. Month pass: 3/6/12 unlimited access to classes at Yoga Den. The month pass expires after indicated period.
10. Founding membership: a promotional membership grants unlimited access to all classes at Yoga Den during the business in operation.
11. Intro Offer: Free week trial at the price of €0 for 7 days of unlimited access to, or €45 for 3 classes of all classed at Yoga Den.
12. Deposit/application fee: the deposit/application fee, as mentioned on the

Application form that has to be filled out and signed by the aspiring Participant prior to the Retreat or Teacher Training of Yoga Den, which has to be paid by the Participant at least 4 weeks prior to planned training or retreat. All Deposits and application fees are non-refundable.

13. Participant: the person who attends or wished to attend a class, workshop, retreat, or teacher training.
14. Price: the total price of services or products sold and provided by Yoga Den B.V..
15. Mindbody: the backend CMS system Yoga Den uses to schedule classes, events, process payments, market classes, register students and so on.
16. Schedule: class arrangement listed on Yoga Den website, Mindbody system, app or 3<sup>rd</sup>-party booking platforms.
17. Class: regular yoga classes scheduled by Yoga Den for all participants, excluding paid or free workshops, retreats, events or teacher trainings.
18. Workshop: specialty yoga class(s) on different focuses to improve or complete the regular yoga practice. Such classes are planned regardless of regular studio schedule.
19. Retreat: Yoga classes and travel program hosted by Yoga Den or in collaboration with 3<sup>rd</sup>-party partners domestically or internationally.
20. Teacher Training: Pre-teacher training or Teacher Training program which prepares, further trains yoga teachers(-to-be) at Yoga Den.
21. Website: the Yoga Den official website: [www.yogaden.nl](http://www.yogaden.nl)
22. Teacher/trainer/instructor: professional yoga teacher(s) working exclusively or non-exclusively for Yoga Den.
23. Gift card: a type of coupon sold by Yoga Den to purchase any services or products at Yoga Den. Validity, amounts, ownership depends on each purchase. The loss or void of gift cards are not compensated by Yoga Den unless an agreement is reached between Yoga Den and the buyer.
24. Promotion code: a pre-defined code used to redeem discounts for online and offline sales at Yoga Den. The validity, applicable terms are defined.
25. Photography and Videotaping: at Yoga Den, we take class & studio photos and videos for training and social media use. You can opt out the class if you don't want your front/face image to appear in our social media

- or marketing materials. Yoga Den is a public accessible private place, Yoga Den reserve the rights to use any image or video taken in the venue.
26. Mat rental/ Mat service fee: For 3<sup>rd</sup>-party bookings, if the visitor does not bring a mat with them, the 3 euro fee will be enforced.
  27. Free Trial Week: a marketing tool for new visitor who has never visited Yoga Den studios (including visits from 3<sup>rd</sup> party booking platforms), certain conditions must be met, including verification of address, phone numbers to prove local residency. It's at Yoga Den team's discretion to grant or refuse a Free Trial registration or purchase.
  28. Right to refuse: Yoga Den reserves the rights to refuse service to any visitors, including those 3<sup>rd</sup> party visitor who abuses the intro offers.

## **General**

1. All purchases of services (classes, workshops, events) are non-refundable, non-transferrable, non-extendable unless confirmed in writing otherwise.
2. Subject to any statutory right of cancellation, payments for classes, class card fees, monthly subscription fees & annual payments are made non-refundable unless otherwise stated in the Terms & Conditions.
3. All students must have a unique online account associated with a unique email address. Friends and family members may not share the same email address.
4. Every effort is made to hold class on time. The schedule is subject to change without prior notice. Please check the online schedule for the most up-to-date schedule. Yoga Den is not liable to refund, transfer or offer compensation of any kind for classes that are late, changed or cancelled for any reason, unless no future alternatives cannot be offered.
5. Please arrive at least ten minutes before class.
6. Please check in at reception or online (in Mindbody system) before each class.
7. Payment must be made upon booking. No students will be permitted to

sign-up for a class, workshop, or event as unpaid, unless it is a free or donation-based class. Unpaid classes or membership payments will be back charged.

8. Yoga Den is not responsible for the safekeeping of your personal belongings.
9. The front doors will be locked 10 minutes into every class. For safety reasons, no one 10 or more minutes late for class is permitted entry and leaving class early is strongly discouraged.
10. You agree that you have been examined by a qualified medical practitioner within the past six months and have been found by such practitioner to be in good physical health and physically able to perform all yoga classes.
11. It is the responsibility of the student to notify teachers of any previous injury, illness, or conditions that may impact their practice.
12. Classes at Yoga Den may be physically strenuous and you voluntarily participate in them with full knowledge that there is risk of personal injury, property loss or death.
13. You will follow all instructions given to you by Yoga Den teachers and you acknowledge that any failure to do so will be at your own risk and may cause injury.
14. In attending classes at Yoga Den, you agree that neither you, your heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Yoga Den or its members for any personal injury, property damage/loss, or wrongful death, whether caused by negligence or otherwise.
15. Any unused part of the class packs or month passes cannot be turned into refunds or credits.
16. Yoga Den reserves the right to refuse entry if the participant deemed inadmissible.
17. Prices may increase from time to time to reflect increases in cost and benefits.
18. The prices of packages, subscriptions or single drop-ins may be adjusted without prior notice, and the previous purchases are not subject to the refund of price differences.

19. Terms, Conditions, and Fees are subject to change without prior notification.
20. By booking into a class you automatically agree to the above terms & conditions.

### **Class Bookings & Cancellations**

1. If you do not show up for a class, or you have not cancelled your reservation within the cancellation period, you will be charged for it, or your class credit will be deducted and your reservation will be removed from the class. If there is an exception to this rule, it will say so in the description of the class pack/membership/class pass as well as at the time of purchase.
2. Workshop, private session and event cancellations must be made 24 hours prior to the start of the reserved time. If you do not attend or cancel within 24 hours of start time, you will be fully charged for the workshop and will not be able to use the credit for a future workshop.
3. Workshops, private session and trainings are non-refundable after sales.
4. Class credits will be returned and credited for future use if it's cancelled 2 hours before the class. If there's change in price, the difference will be settled upon the new price.
5. Please cancel if you are unable to attend a class or workshop to make your space available to others.
6. Students with unlimited packages will be charged the single drop-in rate for no-showing to a class after 3 no shows or late cancellations if no notification to Yoga Den is given in advance to the scheduled event.

### **Yoga Classes**

1. Gear to bring: mat (we provide mats in the studio, for hygiene reasons during the pandemic, we advise you to bring your own), towel, and water bottle. If you do not have a mat, we have a limited amount of yoga mats to lend you. At Yoga Den, yoga props are provided for members. The use of mat service (including mat rental, placing, cleaning & sanitization) is included in the Yoga Den membership pricing.
2. Visitor from 3<sup>rd</sup> party platforms can bring their own mat, or pay a fee of 3

euros to purchase the mat service.

3. No shoes are allowed in the yoga studio space.
4. No cell phones are allowed in the yoga studio space.
5. Please respect fellow customers and the staff. We strive to offer you the best environment and classes at Yoga Den studios. Various hygiene measures are implemented to ensure the healthy practicing environment.

### **Class Packs with Set Numbers of Classes**

1. Class packs (10 or 20 classes) that have yet to be used may have the amount of the package transferred to an account credit or a different package as long as any difference in value is paid upon transfer.
2. Unless stated otherwise, 10-Class Pack will expire 6 months after first use. 20-Class Pack will expire 12 months after first use. Class Packs sold during promotional period may have longer validity.
3. Class packs may not be shared between students.

### **1/3/6/12-month Unlimited Pass**

1. Unlimited Passes may not be shared and is non-transferrable after sales unless stated otherwise.
2. 1-month Passes (no commitment) expire 1 month after activation; 6-month Passes expire 6 months after activation; 12-month Passes expire 365 days after activation.
3. Unlimited packages that have yet to be used may have the amount of the package transferred to an account credit or a different package as long as any difference of value is paid upon transfer.
4. Unlimited Passes are non-refundable after sales.

### **Introductory Offers**

1. Introductory Offers include 3 types: 7-Day Free Trial, €75 for 30 days, 3 Pack for €45. Availabilities depends on marketing periods.
2. Our new student specials are only available to brand new students, no matter how long it has been since you have been to a class at Yoga Den, including 3<sup>rd</sup> party booking platforms.

3. Only one type of introductory offer per student is permitted.
4. All promotions are non-transferable, non-returnable and cannot be shared or extended..
5. Intro Offers: 7-Day Free Trial requires the purchaser to register with a physical address in Amsterdam or Amstelveen. Intro Offers cannot be paused, refunded for cash, or deducted for future purchases. Certain conditions must be met, including verification of address, phone numbers to prove local residency. It's at Yoga Den team's discretion to grant or refuse a Free Trial registration or purchase.
6. Clients without a valid address, or found to be buying the Intro offer more than once will be suspended, and we reserve the right to cancel the additional trials bought (even they are free of charge).
7. Introductory Offers are marketing tools for Yoga Den to identify potential clients' attendance frequency and intensity, and then assist them to purchase memberships directly with Yoga Den. It is not to be used and then the customers return on 3<sup>rd</sup> party booking platforms.
8. Yoga Den reserves the rights to reject bookings from 3<sup>rd</sup> party platforms of the visitors who have visited Yoga Den studios more than 2 times.

**Monthly Membership with 12 months commitment (Monthly Draft/Auto-renewal/Monthly Autopay)**

1. Monthly Membership with 12 months commitment is a contracted membership provided by Yoga Den. It includes unlimited membership for 12 months paid every month.
2. Monthly Membership with 12 months commitment cannot be shared. One membership allows one reservation per class. There is no limit on how many classes per student can reserve per day unless they are not overlapped in schedule.
3. You will be charged for the membership on the same day of each month for your monthly payment via the payment methods you provided.
4. Monthly Membership with 12 months commitment allows a member to book early and have priority on the waiting list.
5. You can update or change your payment method in your online account or

in studio.

6. Membership can be paused for in total 60 days per 12 months. Your subsequent monthly auto-payment will shift forward by a commensurate number of calendar days. Pause requests must be in made in writing by emailing [info@yogaden.nl](mailto:info@yogaden.nl). Please allow 48 hours to process request. A 30 euros processing fee will be applied.
7. Your Monthly Membership with 12 months commitment can be cancelled upon written request by emailing [info@yogaden.nl](mailto:info@yogaden.nl) one calendar month in advance. A processing fee of 85 euros will be charged.
8. If your monthly auto-payment fails for any reason, then your membership may be paused until being successfully charged.
9. It is your responsibility to ensure there are sufficient funds available to cover the monthly auto-debit. Should a payment be declined for any reason, Yoga Den reserves the right to process payment at any time to settle any debt owed.
10. Yoga Den is not responsible for additional bank fees that you may incur from your bank. Bank fees are under the terms and conditions of contractual agreements that lie between you and your bank.
11. The processing fees incurred by the action of members will be charged to and borne by the clients.
12. If auto-debit payments fail for 2 payments or more, Yoga Den may cancel the membership.
13. All account debts must be settled before cancellation of membership can be finalized, this includes all late cancellation and no-show fees incurred.
14. We reserve the right to cancel memberships with notice.

### **Gift Cards**

1. Gift cards can be redeemed for classes, workshops, training programs, account credit, and/or retail purchases.
2. Gift cards can be purchased and sent electronically through our online store or in-studio.
3. Gift cards are non-refundable after sales, and not redeemable for cash.

### **Membership Pause**

1. Unlimited Pass memberships with validity over and including 6 months can be paused.
2. For 6-month Pass membership, a total of 30 days can be paused. During the membership pause, it cannot be used for any related service.
3. For 12-month Pass membership, and Monthly Autopay Contract for 12 months, a total of 60 days can be paused. During the membership pause, it cannot be used for any related service.
4. For fixed month membership, the pause date will be added to the duration, and the expiration dates will change accordingly. For Monthly Autopay Contract for 12 months, system will automatically change the debit date of each month, and extend the pass accordingly.
5. Class Packs (10/20 Classes), Intro Offer Memberships cannot be paused.
6. For each pause after the first free pause, a processing fee of 30 euros will be charged to the client.

### **Adjustment of Pricing**

1. Yoga Den reserve the rights to adjust the pricing of services, products and et. cetera. Sales and purchases conclude before the date of change of pricing, will be honoured with existing pricing.
2. Contracts will be renewed at the latest pricing, if by the date of renewal a new pricing has been applied to the contract. Existing payment plan for each month before the renewal will remain at the agreed pricing with the original contract.

### **Applicable law, dispute resolution**

1. Dutch law applies exclusively to the General Terms and Conditions.
2. Any disputes in connection with the General Terms and Conditions, or the participation in a class, workshop, retreat or teacher training, as the case may be, will be resolved exclusively by a certified mediator in Amsterdam (Netherlands).

### **Liability and health**

1. By participating the classes, workshops, retreats, teacher training or receive and services, you understand that yoga includes physical movements as well as an opportunity for relaxation, stress re-education and relief of muscular tension.
2. Asana (yoga posture) means posture easily held. If at any time during the class, you feel discomfort or strain, gently come out of the posture. You may rest at any time during the class. As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. If you experience any pain or discomfort, you will listen to your body and inform your teacher or staff immediately.
3. You understand that Yoga is not a substitute for medical attention, examination, diagnosis or treatment. Yoga is not recommended and is not safe under certain medical conditions. You should consult a physician prior to beginning any activity program, including yoga.
4. In general, we suggest you follow your body, consult medical professionals, ask your teachers before you start any practice. If you experience any discomfort or even pain, stop immediately and get help from the studio staff or medical attention. Yoga Den B.V. reserves the right to require clinical evaluations or other information to ensure your safety before you start with any form of participation in the studio or at home during in-person or online lessons.
5. We fully comply with government's requirement of corona virus safety. We may require you to show your corona pass or any form of proof of health conditions upon government's regulation.

### **Complaint and dispute**

1. At Yoga Den studios, we strive to create the best yoga practice and 3<sup>rd</sup> space for members and customers. Should you have any complaint or dissatisfaction, we will treat it seriously to maintain and improve our services and products.
2. If you have any concerns or complaint regarding the services or products at Yoga Den studios, first contact the person whom the complaint concerns. As a yoga environment emphasizes on relation and connection,

we believe the open conversation between the studio and members is the key to a good communication. Thus, we strive to solve and concerns and complaints by our customers.

3. If you believe your problem with the person whom the complaint concerns is not able to be solved in the way mentioned above. Please contact the studio manager or member care team either by written complaint or in-person conversation. If you can provide more descriptions or evidence of your complaint, it will be easier for us to treat your complaint or concern in the fastest manner.
4. All complaints are confidential, and kept in file for 3 years. Yoga Den team strive to react to your formal complaint within 10 days of acceptance and a result within 3 weeks. If you believe your complaint is not successfully solved, we will include 3<sup>rd</sup> party service provider to rule.
5. Yoga Den team strives to provide you with the best services and products, and we are open to any constructive criticism and suggestions. Without you, we cannot form a close community. Your experience and satisfaction is greatly valued by us.

This General terms and conditions might be adjusted without prior notice at any time. If you have any additional questions? Please email [info@yogaden.nl](mailto:info@yogaden.nl) or contact the studio staff right way.

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