

GENERAL CONDITIONS YOGATREAT

Yogatreat | Utrecht 2019 | Kvk 50230794

Article 1 - Definition of description

Yogatreat -

The user of the present terms and all companies and organizations associated with Yogatreat

Student -

The other party that participates in special classes, workshops, retreats, courses or trainings organized by Yogatreat.

Article 2 - Applicability and validity

2.1

These general conditions apply to all agreements in which Yogatreat acts as a contractor.

2.2

Deviations from and additions to agreements and these general conditions are valid only if and to the extent that they have been confirmed by Yogatreat in writing or by email.

2.3

If one or more provisions in these General Conditions are at any moment partially or completely destroyed, then still it will remain fully applicable what is stated in these General Conditions.

Article 3 - Completion of agreements and privacy

3.1

Yogatreat is first bound when a contract has been confirmed explicitly, in writing or by e-mail, or by Yogatreat with execution actions.

3.2

All information provided by students is confidential for Yogatreat, its employees and teachers. It is confidential if the student has indicated it, or if the information shows that it is confidential.

Article 4 - Special classes, workshops, retreats and courses

4.1

An assignment to offer a special class, workshop, retreat or course is accepted by Yogatreat with sufficient registrations. The minimum amount of registrations varies per assignment.

4.2

Student can only participate in the special class, workshop, retreat or course, if the tuition fee is paid in advance.

4.3

Yogatreat reserves the right to make organizational and substantive changes regarding special classes, workshops, retreats or courses.

Article 5 - Yogatreat teacher training

5.1

To be admitted to Yogatreat's teacher training, the student must comply with the admission requirements, determined by Yogatreat, and which may vary per teacher training.

5.2

Student can only participate in the teacher training, if the full tuition fee has been met before the start of the course.

5.3

Yogatreat reserves the right to make organizational and substantive changes regarding teacher training.

Article 6 - Copyright

6.1

The rights of all displayed and used teaching materials are exclusive to Yogatreat and intended as a reference work for the student. It may not be multiplied, alienated or commercially used or used for educational purposes without permission.

Article 7 - Cancellation

7.1

Cancellation of special classes, workshops, retreats and teacher training can be done via email and is discussed for the first time once it has reached Yogatreat. After enrolment, the student has 14 days for consideration.

7.2

If cancelled up to 6 days before the start of a special class, workshop or retreat, 50% of the total amount will be charged. In case of cancellation afterwards, the student is due the full payment.

7.3

In case of cancellation of a special class or workshop with the request to be transferred to the next special class or workshop, 35% of the total fee will be charged, provided that the place can be filled by a student of the waiting list. The transfer requests are handled in order of date of entry.

7.4

Cancellation of a teacher training has the following consequences:

- If cancelled between 12 and 6 weeks before the start of the program, 30% of the Early and/or Late Bird price will be charged. It is not possible to transfer the place to another person.
- If cancelled between 6 weeks and 1 week before the start of the program, 70% of the Early and/or Late Bird price will be charged. It is not possible to transfer the place to another person.
- If cancelled within 1 week before the start of the program, there is no right of refund. Also no tuition fees will be refunded in case of absence during the training.
- The deposit of €500,- is non-refundable.

Article 8 - Compliance Yogatreat

8.1

The agreement between parties leads Yogatreat to a commitment obligation, never to a result obligation. Admission by a student on the basis of compliance with the granted admission standards does not guarantee that the student will complete or participate the special lesson, course, workshop, retreat or training successfully.

8.2

Yogatreat reserves the right to cancel without giving a reason a special class, workshop, retreat or training, or to refuse a student's participation prior to the start of a special class, workshop, retreat or training.

8.3

Yogatreat has the right to prevent further participation of students if their conduct or if they are preventing or interfering with the normal course of the special class, workshop, retreat or training, or if their conduct exceeds Yoga Alliance's ethical guidelines. Exclusion does not affect any obligation to refund the student's payment.

8.4

Yogatreat can't be urged to repeat special classes, workshops, retreats, courses and / or trainings for students who were prevented from attending. The payment of missed lessons remains indebted.

Article 9 - Price and payment

9.1

Prices are in euros, including sales tax, unless stated otherwise.

9.2

Yogatreat is entitled to calculate a price increase of cost-determining factors, which arises after the conclusion of the agreement to the student.

9.3

Payment must be made within 14 days of the invoice date in a manner that is specified by Yogatreat.

9.4

In case of late payment within the payment period specified in 8.3, the student is immediately and without default in default, in which case the student is liable for the invoice amount 1% interest per month from the date of absence until the time of full compliance.

9.5

Payment must be made without any cancellation or suspension of any kind whatsoever.

9.6

All costs for collecting the student's due are at the expense of the student, which costs are set at 15% of the unpaid amounts with a minimum of € 250.

Article 10 - Force majeure

10.1

Force majeure means: any circumstance beyond the direct influence of Yogatreat or any reasonably unforeseen circumstance which temporarily or permanently prevents compliance with Yogatreat's obligations under the agreement. Such conditions include: death, acute disease, restrictive government measures, mobilization, war, warfare, revolution, strike, seizure, seizure, special weather conditions, lack of means of transport, complete or partially flawed by third parties whose services are received.

10.2

In the event of force majeure, Yogatreat has the right to suspend, in whole or in part, its obligations to students, whether to terminate the agreement without judicial intervention and without any compensation whatsoever.

Article 11 - Liability

11.1

Damage caused to student due to deficiency, unlawful act or otherwise, Yogatreat is solely liable if the damage is the sole consequence of gross negligence of Yogatreat.

11.2

In case Yogatreat is liable for compensation for damages, this liability is limited to the invoice amount, less the related sales tax on the relevant delivery of the service.

11.3

Yogatreat accepts no liability for damage to (personal) property of a student.

11.4

Yogatreat accepts no liability for injuries incurred. Student is obliged to report to the teacher the increased opportunity due to defects or pregnancy prior to class.

11.5

The safety instructions provided by Yogatreat must be taken into account by the student. In the case of a student's refusal, the following consequences are completely for the student.

11.6

Yogatreat is in no way liable for damage arising due to overdue periods, nor for consequential or indirect damage, including damage due to loss of profits or missed savings.

11.7

Student indemnifies Yogatreat for third party claims. Student will never be liable for third parties and staff members of Yogatreat's third parties.

Article 12 - Suspension and dissolution

12.1

If, before the time of delivery of services to a student, it is found that the latter does not comply with any obligation to Yogatreat, not properly or in good time, Yogatreat has the right to suspend compliance with all of its obligations towards a student or the agreement with a student without any or all of the termination or judicial intervention and without being liable for any damages, in whole or in part, without prejudice to the other rights of Yogatreat in such a case.

Article 13 - Disputes and applicable law

13.1

All agreements apply exclusively to Dutch law.

13.2

All disputes between parties will initially be submitted to the competent court in Utrecht, the Netherlands, without prejudice to the jurisdiction of Yogatreat to settle the dispute through arbitration or binding advice.