

## GENERAL TERMS AND CONDITIONS – JAI YOGA

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**Article I. These terms and conditions outline the rules and regulations for the use of Jai Yoga website & services.**

(a) Jai Yoga: refers to the services offered by the companies, Jai Yoga; registered with the Chamber of Commerce in Den Haag, the Netherlands, under numbers 50862693

**Article II. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:**

1. Additional Terms and Conditions: Any additional terms or conditions made applicable to a specific service, workshops, course, retreat or training organised by Jai Yoga.
2. Application form or application process: Refers to an application form that has to be filled out and signed by the aspiring participant prior some services of Jai Yoga. These services may have the stipulation that the participant must meet certain qualifications before being accepted in the course or program.
3. Classes: Indicate any regular occurring class we offer on our regular weekly schedule.
4. Classes Online: indicates classes or workshops we deliver via any online platform.
5. Class Cards: a class card as referred to in article 10 allows entrance to a class, dependent on how many classes one buys. These cards have an expiration date depending on the card you choose.)
6. Class Card Monthly Memberships (or Membership): Jai Yoga offers various levels of price points for class attendance when a client agrees to memberships that is paid monthly and for a specified period of time.
7. “Client”, “You”, and “Your”, “his”, “her” refers to the person accessing this website, or the person who has booked or participates in a service such as classes, workshops, courses, events, retreats or training provided or coordinated by Jai Yoga and accepting Jai Yoga terms and conditions.
8. Discounted groups: We often have discounts available to certain groups of people. For example: fulltime College or University students or U-pas holders. Person must show valid proof of your status (status must also be valid longer than the terms of service). We reserve the right to request a renewal of your University or U-pas status once a year or at the end of the term indicated on your ID.
9. Default: To fail to do something, such as pay a debt or a deposit, that you legally have to do.
10. Deposit: When a deposit is requested to hold a spot in a training or service, client is required to transfer the amount mentioned to Jai Yoga account, within the time mentioned in the agreement. Failure to do so in time will result in default: the reservation is no longer held.

11. Event: An event is when Jai Yoga offers special or regular services in our or external locations, possibly in partnership with another organisation(s), where our services are integrated or offered in a special situation.

12. Financial Agreement: The signed agreement between Jai Yoga and the (aspiring) Client that stipulates the financial terms and payment dates agreed to.

13. Force Majeure: An unexpected event such as a war, crime, pandemic or an earthquake which prevents someone from doing something that is written in a legal agreement. Jai Yoga is not liable under these circumstances for non-performance caused by events or conditions beyond Jai Yoga's control. This provision does not relieve the Client of its obligation to fulfil payment obligation.

14. Price: The total price of a service, including the deposit. It may or may not include VAT.

15. Jai Yoga services: Including but not limited to: group or private yoga or movement or meditation classes, courses, workshops, training, events or retreats; memberships, class cards; purchases online or in person for services yet to be delivered, and for products in our shop, courses, workshops, events, retreats and teacher trainings.

16. Student (or client): The person who attends or wishes to attend a class, course, workshop, private session, teacher training or retreat.

17. Student (University students): We distinguish between "clients who are students at Jai Yoga" and students who are enrolled in a college or University and therefore eligible for discounts.

18. Retreat: A retreat describes an event taking place in another location in The Netherlands or internationally, where yoga or similar services are offered in a location with lodging, food and training or classes. Travel expenses are not included.

19. Teacher: The person who has been contracted by Jai Yoga to teach classes, give private sessions, workshops, events or training.

20. Trainer: The person who has been contracted by Jai Yoga to teach workshops or training.

21. Teacher Training: Any teacher training organised with and/or by Jai Yoga, that trains its participants in their further development as yoga teachers.

22. Website: The website of Jai Yoga: [www.reinierdorrepal.nl](http://www.reinierdorrepal.nl)

23. Workshop: Workshop given or to be organised by Jai Yoga.

24. Jai Yoga Member: A client of Jai Yoga with an active class card, membership or someone who participates in classes.

### **Article III. Establishment of agreements**

1. Jai Yoga "General Terms and Conditions" is a legally binding document that applies to participation in all services, promotion, interaction with our website, activities, contracts and agreements for booking services (online and in our premises), promoted or hosted by Jai Yoga.

2. By accessing our website ([www.reinierdorrep.nl](http://www.reinierdorrep.nl)), or buying any services at Jai Yoga, we assume you accept these terms and conditions in full. Jai Yoga reserves the right to vary or revoke any of the General Terms and Conditions from time to time which it may consider necessary or suitable for the regulation of the governance of the studio & the conduct of Clients. The most recent version of the Terms and Conditions is always the version that is applicable and is always available at the Website. Jai Yoga will announce any amendments to the General Terms and Conditions in our monthly newsletter.

3. Deviations from and additions to, concluded agreements of these general terms and conditions are only valid if and insofar as these have been explicitly confirmed in writing either directly to the Client or published on Jai Yoga website.

4. If one or more stipulations in these General Terms and Conditions at any time wholly or partially be void or destroyed, then the remainder of these general terms and conditions remain fully applicable.

5. In some cases, we may add Special Conditions to cover a specific event or retreat or training. These will be published on the page that advertises this service on Jai Yoga website.

6. The General Terms and Conditions shall be governed by the laws of The Netherlands & subject to the exclusive jurisdiction of the Dutch Courts.

#### **Article IV. Becoming a Jai Yoga Client**

1. Participation in any of Jai Yoga activities - be it paid or unpaid, on site or off site, means (by default) that you are a client of Jai Yoga.

2. Clients may participate in our classes, training, courses, events or other activities during the term of the specific terms determined by the product or service type and conditions.

3. One may also be a client by purchasing any items in our shop, online or in one of our shops.

4. When a person has signed Member Registration Form or Client agreement or Signed into a class or workshop online, or dropped into our studio and joined an event or class or has been accepted in a workshop or training program or ticked the Terms & Conditions Online form(s), or paid the first or total instalment, and fulfils the requirements of that membership, they shall become a Client or a Jai Yoga Member.

#### **Article V. Schedule and opening**

1. In the event of force majeure, unforeseen circumstances, including illness or transportation problems of the teacher, Jai Yoga reserves the right to change our schedule at any time, to cancel a yoga class(es), training day and/ or to change the teacher or move our services to an online platform.

a) In the case of total cancellation, there will be no refund of any fees.

b) Jai Yoga is not responsible for travel fees, or any expenses incurred by you as a result of such cancellation.

c) All clients will be taken out the class if they signed in in-advance and may use the session in another day or time.

2. Jai Yoga reserves the right to close its doors on public holidays or on other days as needed.

3. In the event that we must close due to repairs or personal emergency, due to public health circumstances, war, force majeure, for 15 days or more (of all studios combined), Jai Yoga will offer compensation in future extension of class cards or memberships.

a) Closure under 15-days, we will not be responsible for compensation.

b) If we continue to offer our session online, instead of in person in our studios, we consider this to be a fulfilment of our obligation to serve.

c) Client has the right to request a pause until our studio classes resume, but within limits due to the circumstances.

#### **Article VI. Limitation of liability**

1. Jai Yoga strongly recommends that you consult with your physician before beginning any exercise program. You should be in good physical condition and be able to participate in the exercise. It is the clients' responsibility to ensure that they are capable of undergoing strenuous physical activities, yoga or other activity classes, workshop, teacher training or retreat, that they attend, regardless if with a live teacher or online.

2. Clients accept the risk of injury from performing yoga or other exercises. When participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Jai Yoga and all its agents (teachers and trainers' consultants) from any and all claims or causes of action, known or unknown, arising out of participation in Jai Yoga services.

3. Jai Yoga and all contractors used by Jai Yoga are not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

4. Jai Yoga accepts no liability for loss or damage to property or injury of clients or their guests to them on the premises or outside.

5. Although we strive to only provide correct information on our website, we are not liable for any inaccuracy and no rights can be derived therefrom.

#### **Article VII. General Guidelines & Code of Conduct**

1. Personal belongings are brought into Jai Yoga premises at the client's risk and Jai Yoga does not accept liability for any loss or damage whatever to such items. For security reasons, clients are advised to take small valuable personal belongings with them into the studio, and not leave them in the changing rooms area.

2. Arriving on time is required in order to enter the room at least 5-minutes prior to start of class, workshop, or training. In some cases, late arrival will mean no entrance or postponed entrance, with no refund.

3. Clients are requested to wear a form or dress appropriate to the practice of yoga and other movement classes. Body and clothing should cover private parts, be hygienic and clean and free from strong smells or cologne.

4. Clients are requested to give written notice to Jai Yoga of any change of address, email or contact number. Failing such notice, all communications sent by Jai Yoga shall be assumed to have been received by the Client within 5 days of emailing or posting to the last email or post address notified to the Jai Yoga.

5. Jai Yoga reserves the right to withdraw, suspend or refuse our services without any refund of any service fees paid already, to any Client whose conduct is, or may be deemed to be in reasonable opinion, injurious to the character or sphere of Jai Yoga; or persons who do not observe Terms & Conditions; or where such expulsion is otherwise to be in the interests of the other Clients or Staff.

#### **Article VIII. Service Agreements: (class card, memberships, subscriptions)**

1. Clients may enter into service agreements (including class card, memberships, subscriptions) such that they pay an agreed upon special rate on a monthly basis for a specified or unlimited time period, for a series of classes or for a course or workshop.

2. The financial agreement may be arranged by an "incasso" or automatic bank transfer as established under the standard agreements for these transactions under Dutch banking laws; or by agreement between both parties that the client pays said debt on a monthly basis for a period of time.

3. The effective date of the term of any class card, memberships, subscriptions is the date of purchase.

4. Clients agree & acknowledge that by agreeing to the Minimum Subscription Period or term, they are given preferential rates by the Jai Yoga and therefore are obliged to pay the full agreed upon rate until the end of the minimum subscription period. After the client has reached the minimum amount of time that card requires (Minimum Subscription Period or terms of 1, 3, 6, 12 months or any other time frame), Clients class card, memberships, subscriptions is automatically converted into a continuous auto pay agreement for an indefinite period of time, at the published fee on the website. Once the minimum subscription period is over, client may cancel their class card, memberships, subscriptions by giving a minimum of 1 month notice by sending email to [reinier.dorrepaal@casema.nl](mailto:reinier.dorrepaal@casema.nl).

5. Changing membership: Clients may upgrade their class card, memberships, subscriptions at any time, or downgrade their class card, memberships, subscriptions after the minimum contract duration is over. Change requests can be made through sending an email to [reinier.dorrepaal@casema.nl](mailto:reinier.dorrepaal@casema.nl).

7. Jai Yoga may offer persons with specific class cards, memberships, subscriptions special bonuses or invitations at our discretion.

8. To make use of any class card, memberships, subscriptions offers, client must be able to make payments by direct debit from a Dutch national bank (using an "incasso" agreement).
9. Any special requests from a client should be addressed via reinier.dorrepaal@casema.nl.

### **Article IX. Early Termination of class card, memberships, subscriptions**

1. In the event of prolonged illness or an injury (anticipating more than 6 weeks), the Client may terminate the class card, memberships, subscriptions early. A request for early termination or a longer pause, must be submitted to Jai Yoga in writing, within two weeks, and Jai Yoga reserves the right to evaluate and handle each case individually.
2. This termination or pause request may be sent to reinier.dorrepaal@casema.nl.
3. The Client class card, memberships, subscriptions will be cancelled with the next cycle of payments. No refunds will be issued on past classes or the last cycle of classes in the payment cycle.

### **Article X. Jai Yoga Class Cards - single or multiple use class cards**

1. The Jai Yoga "Cards" entitles the holder to a specified number of classes and are valid for a specific period of time (determined per product) after the date of purchase. After that period, the remaining classes on the "card" become invalid.
2. We don't issue actual cards, instead the client visits are managed through the software system (YogiBit) connected to Jai Yoga website. Each client has access to their records, purchases and remaining classes via their personal log in.
3. The Jai Yoga Cards are activated from the date of purchase.
4. At the end term of the starter card and Class card, the right to attend classes is suspended regardless of how many classes have been attended.
5. It is possible to purchase a 1 month class card extension through the Jai Yoga shop. Class card extensions may be purchased multiple times. A Class Card may only be extended if it has been expired for less than 30 days (no exceptions apply). It takes up to 5 working days to apply the extension after purchase.
6. There is no refund on these class cards, and they cannot be suspended for any amount of time.

### **Article XI. Working with Jai Yoga teachers: one-to-one referral services**

1. Jai Yoga offers referrals for private one-on-one.
2. Liability: Once a client chooses to work with a teacher privately, the professional liability transfers to the specific teacher.
3. The student liability remains the students (make sure you have doctor's clearance to perform any specific physical activity etc).

4. In these specific cases of a referral to one of our teachers, all financial transactions will be between the specific teachers and client.
5. Jai Yoga is acting in these cases as a referring party. And holds no responsibility either directly or indirectly, for dealings between client and teacher in the arrangement or delivery of said private sessions.
6. Teachers are responsible for their yoga instructor liability insurance to safeguard against any third-party claims for injury or property damage.
7. Should we receive valid complaints from a student about egregious misconduct or unsatisfactory performance of the teacher, we reserve the right to permanently stop referring the teacher to clients.

## **Article XII. Payment, Price Changes & Discounts**

1. All classes, workshops, training or other activities organised by Jai Yoga must be paid for before the services are rendered.
2. Payments can be made online via Ideal, transfer on invoice, payment on Tikkie (in exceptions) and by Direct Debit using automatic withdrawal (using an "incasso" agreement).
3. We do not take cash on our premises.
4. If a client debt cannot be collected, due to insufficient funds, blocking, dispute or other reasons (unrelated to Jai Yoga technical issues), for example due to a wrong bank number given, a handling fee of at least €5,00 plus the amount charged us by the third-party financial institutes up to €25,-.
5. In the case of non-payment, Jai Yoga reserves the right to suspend the account of the relevant Client, and if necessary, to take legal action to re-coup the legally agreed upon fees due.
6. Jai Yoga reserves the right to change any or all services advertised and agreed on prices.
7. Any price changes will be announced in advance, by placing statements on the Website, and/or by direct email. The currently applicable rates are always mentioned on the Website and are available for inspection at the reception desk of Jai Yoga.
8. The client giving notice must continue to pay their fees at the rate current immediately prior to any proposed increase until the end of the term of their membership.
9. If the above steps are not taken, the price changes will be implemented, and the new price or general conditions will be valid.

## **Article XIII. Reservations and signing in for Classes**

1. Please be on time, at least 10 minutes before class starts. This will ensure your reserved spot, but you will also have enough time to prepare for your class.

2. Before a yoga class Client must report to the reception desk of Jai Yoga and personally sign in via the YogiBit system (also when you have signed in online).
3. All classes are available for online booking up to 0 minutes in advance.
4. Your booking is valid until 5 minutes before the class starts. If you have not shown up by then, we assume you will not be coming, and we are free to give your spot to someone else. You will not be compensated for your reservation.
5. We do not accept late entries into class and reserve the right to send clients away when late, with no refund of fees.
6. Cancelling appointment for class:
7. Jai Yoga reserves the right to change our policies for late cancellation including the fees or the time limit or both. We will publish the changes on our website and in our newsletter.
  - a. If you cancel up to 2 hours before the in-studio or Livestream class starts or (using the YogiBit system), this is considered an "Early Cancellation" and you will not be charged for the reservation.
  - b. If you cancel your reservation less than 2 hours before the start of a class, or your just don't show up, your cancellation will be regarded as a "Late Cancellation" (or "no-show").
  - c. Consequences of Late Cancellation or a No-Show (reserving but not showing up to class and not informing the studio in time) are:
    - If you have a single class or class card, this class will be charged from your card.
    - If you have a Balance card, this class will be charged and deducted from your available classes.
    - With an unlimited class card, memberships, subscriptions (unlimited options) you may late cancel/not show without charge once every four weeks. Additional late cancellations/no shows will be charged 7,50 euros per cancellation.

#### **Article XIV. Jai Yoga Workshops, Courses, Events, Teacher Training and Retreats.**

1. The current workshop, events, teacher training and retreat schedule can be found on the website. Jai Yoga reserves the right to change the schedule at any time. If possible, any changes are announced in advance, by email or newsletter and visible in the bsport system.
2. If a client does not allow email on in their client profile in YogiBit, we are not responsible for them failing to get announcements for events or changes to said events.
3. The price for a workshop, event, teacher training and retreat can be found on the Jai Yoga website.
4. Payment for a workshop, course, event or retreat must be paid in full before the start of the event. Registration may be affected by enrolment via the online reservation system.



5. For Teacher Training, a payment plan may be applicable. These payment plans are mentioned on the Application Form of the specific training, under Financial Agreement.

6. In case of participation in a teacher training or retreat, the deposit must be paid within the indicated time on the registration form or website. Only then, the application is complete, and a reserved spot is secured.

7. The balance needs to be paid no later than the indicated period on the application form, prior to the start date. The client will receive an email or a copy of the agreement from Jai Yoga specifying the details agreed upon and deadlines for payment, including if relevant, a payment plan.

8. Payments must be on time or a €25,- fee or 10% admin fee (over the outstanding amount) will be billed (whichever is more).

9. Payments for trainings are non-transferable to other courses or people.

### **Article XV. Cancellation for Workshops, Courses & Events**

1. Any participation in a scheduled workshop or event may be cancelled only in writing. Cancellations can be done by sending an email to: reinier.dorrepaal@casema.nl.

2. The cancellation policy is determined per category workshop/event as described below.

Category 1: 1 day workshops/trainings (up to 8 hours) can be cancelled up to 72 hours before the start date and time and will be fully refunded. After this time, the fee is non-refundable.

Category 2: 2-3 day workshops/trainings (9-25 hours) can be cancelled up to 7 days before the start date and time and will be fully refunded. After this time, the fee is non-refundable.

Category 3: workshops/trainings (26-50 hours) can be cancelled up to 14 days before the start date and time and will be fully refunded. After this time, the fee is non-refundable.

Category 4: workshops/trainings +50hr can be cancelled up to 30 days before the start date and time and will be fully refunded. After this time, the fee is non-refundable.

3. Jai Yoga reserves the right to cancel any workshop, training, course or event due to insufficient enrollment at any time due to lack of registrations, illness of the teacher, travel issues of the teachers or any other unforeseen circumstances. Notice will be provided with the option to reschedule for a future date or to receive a full refund of registration fees.

4. Jai Yoga is not responsible for any expenses (e.g. for travel and accommodation) incurred by the customer if a workshop, training, course or event is cancelled.

### **Article XVI. Specific Conditions for Teacher Trainings or Continuing Education.**

1. Jai Yoga host trainings and continuing education intensives or courses aimed to support the professional development of current yoga teachers.

2. Clients may consider their enrollment confirmed in a Teacher Training Course, that require an application, after they have filled out the application form completely, have received approval or acceptance from Jai Yoga to participate in the Training, and have paid the deposit within the required deadline stated. Failure to do any of the above does not allow the client to hold a spot in the course.

3. The Teacher Training has an intensive schedule and curriculum that is physically, mentally, and emotionally demanding. By participating, the client declares that he/she/they is healthy on a medical and mental health level and is ready to fully participate in the demands of the program.

4. Jai Yoga reserves the right to ask a client to leave the program if found plagiarising, if their behaviour is disruptive, inappropriate, negatively impacting other clients' learning, unethical or violations of the Yoga Alliance ethical guidelines. Under such circumstance's client will not be refunded tuition.

5. By participating in a Training, the client declares that he/she/they is aware that it is their own responsibility to take care of their own health and well-being during such training, at all times

6. If a client chooses to early cancel participation in a teacher training course, the client must send a letter by post or email to inform Jai Yoga (reinier.dorrepaal@casema.nl).

7. The conditions can vary per training:

a) The cancellation policy is published in the subscription page of the training/workshop in Bsport and can vary from 72 hours up to 3 months.

b) Cancellation within the mentioned cancellation time frame of the training/workshop there are no refunds of money, regardless of circumstances.

c) For cancellation an administration of fee of €25,- is applicable

d) After the start date of the course If a client misses over 10% of training, they risk receiving a nonpassing status. Each training has their own standard. In addition, Jai Yoga has the right to ask said person to leave the training (due to the disturbance it may cause). Under such circumstances, client will be given the opportunity to retake the program as a discounted rate in the future, subject to availability. The discount is not a fixed amount, but varies per course.

8. Re-enrolling in a new course: If client misses too many days in a course, or drop out due to any circumstance, they have the option to re-enrol (fill out an application again) in a future course at a discount of between 20- 50%. However, the spot is not automatic and is based on availability. If the training is sold out, client will need to wait for a future training with space available to complete their make-up training.

9. All Jai Yoga Teacher Training materials are under copyright protection and cannot be reproduced without the permission of the author. Failure to comply may result in legal action.

10. The current schedule will always be emailed to the participant with confirmation mail. Jai Yoga reserves the right to change the schedule at any time.

11. Jai Yoga reserves the right to change the planning of a training due to unforeseen circumstances, including public health outbreaks, weather, transportation problems or force majeure. In some circumstances, we may move a live training to an online environment if this allows us to continue the training.

12. Jai Yoga reserves the right to cancel Teacher Training if there are insufficient clients. In this case, the fees already paid by the clients will be refunded in full within 21 days of notice.

13. Jai Yoga is not responsible for travel fees, or any expenses incurred by you as a result of such cancellation.

14. Paying for the program and completing the training hours alone does not mean the client will pass the program.

15. Many of our programs are offered in English, Dutch language programs will be specified on the website description.

### **Article XVII. Participation in Retreat**

1. Any participation in a scheduled retreat may be cancelled only in writing. This can be done by sending an email to [reinier.dorrepaal@casema.nl](mailto:reinier.dorrepaal@casema.nl)

2. Upon cancellation of the retreat by the client, a cancellation fee is applicable:

a) 8 or more weeks before start date: 25%

b) 4-8 weeks before start date: 35%

c) 3-4 weeks before start date: 60%

d) within 3 weeks before start date: no refund.

3. Transfers to other programs are not permitted. And no refunds will be made for failure to attend or to complete the retreat. In all other cases refunds will be processed after the retreat ends.

4. Jai Yoga reserves the right to cancel within 3 weeks for insufficient attendance. In this case, the registration fee already paid by the clients is refunded immediately.

5. If the retreat is cancelled, for whatever reason, Jai Yoga cannot be held liable for any damages. Jai Yoga is not responsible for travel fees, or any expenses incurred by you as a result of such cancellation.

6. When you book your own flight or late booking, you are also responsible for taking out travel/cancellation insurance, which also covers the risk when a trip is cancelled by the Jai Yoga.

### **Article XVIII. "Right of cancellation" (buyer's remorse) or "Right to cancel"**

1. The client has the legal right to change their mind and cancel the product or services bought, excluding Starters Card or special (introduction) offers within a period of 14 days, from the moment the client signed the agreement.
2. To exercise the right to cancel, the client must inform us of their decision to cancel their membership contract with Jai Yoga by sending an email to reinier.dorrepaal@casema.nl. The date of sending the form will be considered the last day of their contract.
3. Cancelling other products and services bought, can be done by sending an e-mail to reinier.dorrepaal@casema.nl.
4. The client will receive a partial refund, either according to the attended services of this product (e.g. “rittenkaart” or training) or according the exact days the client has enjoyed access to our services, regardless whether the clients has actually attended classes or not.
5. Food products, books and sales items are not returnable, we also do not accept return of products that are opened or look used or damaged.
6. Any items specially ordered by specific request by a client are not returnable.

#### **Article XIX. Governing Law and Dispute Settlement**

1. The General Terms and Conditions are exclusively governed by Dutch law.
2. Complaints: Should client encounter a problem during any of our services, please inform Reinier Dorrepaal directly or send an email to reinier.dorrepaal@casema.nl.
3. Please note that Jai Yoga cannot be held responsible for the individual behaviour of any other person, client or group member.