

## **Article 1: Definitions**

1.1. General Terms and Conditions: the general terms and conditions used by Eloisayoga, have been published at the Eloisayoga website, [www.yogaeloisa.com](http://www.yogaeloisa.com)

1.2. Eloisayoga is registered at the Kamer van Kophandel (Trade Register) under 73109142 and is located at Jachthoorstraat 19, Maastricht.

1.3. Participant: person who attends yoga classes, workshops, retreats, class cards, single classes and subscriptions at or provided by Eloisayoga.

1.4. The New Shala: The room where the *class, activity or workshop* is given.

1.5. Registration form: Form to apply for monthly subscription with which participant provides information and authorises Eloisayoga to collect monthly subscription price by automatic payment.

1.6. Subscription: the subscription for attending yoga classes at Eloisayoga, issued or to be issued by Eloisayoga and paid or to be paid by participant.

1.7 Single class: a one-time yoga class at Eloisayoga to be attended and paid by the participant at the website before attending the class (different from subscription).

1.8 Class card: a number of yoga classes (determined by the name of the card) at Eloisayoga to be attended and paid by the participant at the website before attending the class (different from subscription).

1.9 Price: total price of the yoga class, workshop or retreat including vat.

1.10 Moonday: days when there is a full or new moon.

1.11 Mysore style class: self-practice assisted by the teacher.

1.12 Led class: class guided by the teacher.

1.13 Conference: yoga philosophy lecture, questions and answers.

1.14 Chat & Chai: Mantra chanting, yoga philosophy and stories from India.

1.15 OpenStudio: software application used to book subscriptions, classes, single classes and other service provided by Eloisayoga.

## **Article 2: scope of application**

The General Terms and Conditions are applicable to yoga classes, workshops, retreats, class cards, single classes and subscriptions provided by Eloisayoga. By participating in a yoga class, workshop, retreat, class cards, single classes and subscriptions, the participant agrees to the applicability of the General Terms and Conditions. Eloisayoga reserves the right to amend the General Terms and Conditions at any time. The recent version that is applicable is available at the website [www.yogaeloisa.com](http://www.yogaeloisa.com)

## **Article 3: class cards, subscriptions and single classes**

3.1. Subscription is due once the participant has arranged the payment and is fully received by Eloisayoga and not transferable.

3.2 Participants can participate in yoga classes with valid class cards, single classes or subscriptions.

### **3.3 Subscriptions**

#### **3.3.1 Monthly subscriptions**

The minimum time for the monthly subscription is three months. The effective date of the monthly subscription is the first day of the month. The expiry date is always the last day of the month. To apply for monthly subscription the student fills in and signs the registration form to provide information and authorises Eloisayoga to collect the monthly subscription price by automatic payment. Eloisayoga offers 2 monthly subscriptions: Unlimited (unlimited classes) and 2 times per week (2 classes per week).

#### **3.3.2 Subscription fees and payment**

All subscriptions fees are collected through monthly automatic payment during the first week of the month. The participant

authorizes Eloisayoga for monthly automatic payment by signing the registration form.

### 3.3.3 Subscription changes

Monthly subscriptions can be changed from *Unlimited* to *Two times per week* by sending an email to [efernandeziskandar@gmail.com](mailto:efernandeziskandar@gmail.com) the latest before the fifteenth (15th) day of the last month (for the next month).

### 3.3.4 Termination of subscription

Termination of monthly subscription must be communicated to Eloisayoga by sending an email to [efernandeziskandar@gmail.com](mailto:efernandeziskandar@gmail.com) the latest before the fifteenth (15th) day of the last month (for the next month).

### 3.3.5 Special terms to termination due to physical health

Special occasions such as longterm illness, operations, physical injuries a.o. the student can request for early termination by sending an email to [efernandeziskandar@gmail.com](mailto:efernandeziskandar@gmail.com)

## **Article 4: prices, payment and changes**

4.1. The applicable recent prices and rates of yoga classes, workshops, retreats, class cards, single classes and subscriptions at or provided by Eloisa-yoga are published on [eloisayoga.com](http://eloisayoga.com).

4.2 Payments for all yoga classes, workshops, retreats, class cards, single classes and subscriptions at or provided by Eloisayoga must be done prior to participation. Payment can be done through Open Studio (access via [eloisayoga.com](http://eloisayoga.com)). We do not accept cash payment.

4.2 Monthly subscriptions (as defined in 3.3.1) are due to monthly automatic payment .

4.3 Eloisayoga reserves the right to amend prices. Changes of prices are communicated through the newsletter and announced at The New Shala entrance.

4.3. In case the monthly contribution cannot be collected through automatic payment due to insufficient funds on the bankaccount of the participant, or due to invalid bankaccount information

provided by the participant, or in case the participant reverses the collection, the Student is to pay all overdue payments until the membership has been terminated following the general terms and conditions.

4.4 Participants who are enrolled at an educational institution as students can book subscriptions and class cards with a 15% discount on subscriptions and class cards. Eloisayoga reserves the right to amend the student discount at any moment. Changes of discount are communicated through the newsletter.

## **Article 5: Reservations and schedule**

5.1 Participants reserve yoga classes, workshops, retreats, class cards, single classes and subscriptions at or provided by Eloisayoga through the online booking system Open Studio (access via [eloisayoga.com](http://eloisayoga.com)).

5.2 Bookings can be cancelled free of charge until 1 hour before the class starts, through the student's account but not by phone or email.

5.3 If a class is fully booked and online booking is no longer possible, the student can still come to the studio at the risk of having to wait for a free spot.

5.4 Eloisayoga requests their students to arrive at least 10 minutes before scheduled class starting time to claim their reserved spot. Walk-in spots become available 5 minutes before scheduled class starting time.

5.5 The applicable and recent schedule is on the website [www.yogaeloisa.com](http://www.yogaeloisa.com). Eloisayoga reserves the right to amend the schedule at any time.

5.6 Participants should check the website and schedule before attending the class.

5.7 In case of cancellation of a class, participants will be informed by email or telephone.

5.8 Eloisayoga could close its doors during public holidays and moondays. Public holidays and moondays will be announced in the newsletter, on the website and in Open Studio in due time.

### **Article 6: Workshops, retreats and payment**

6.1. Registrations for any workshop, retreat or special activity are made by Eloisayoga's website. The student's spot is guaranteed after Eloisayoga received the payment (or deposit) prior to the workshop or retreat.

6.2. Cancellations of participation can only be made by sending an email to [efernandeziskandar@gmail.com](mailto:efernandeziskandar@gmail.com) prior to the commencement of the workshop or training.

6.3. The student may cancel the registration for a workshop until seven (7) days before the commencement of the workshop free of charge. In case of cancellation up to six (6) days before the scheduled workshop 25% of the price is charged. Cancellation of the registration within 3-4 days before the commencement, 50% of the price is charged. In case of cancellation of the registration within 0-2 days before the commencement there is no refund, the 100% of the price is charged. The student may cancel the registration for retreats until fifteen (15) days before the commencement of the retreat free of charge. In case of cancellation up to fourteen (14) to seven (7) days before the scheduled retreat 25% of the price is charged. Cancellation of the registration within 6-3 days before the commencement, 50% of the price is charged. In case of cancellation of the registration within 0-3 days before the commencement there is no refund, the 100% of the price is charged.

Eloisayoga reserves the right to cancel any program at any time. If this is necessary, we will issue a full refund.

### **Article 7: The New Shala Rules**

- Reserve your spot in Open Studio (access via [eloisayoga.com](http://eloisayoga.com)) before attending yoga classes.
- Wear comfortable, clean clothes, in which you can move easily.
- Arrive 10 minutes early for led classes, workshops, chat&chai & conferences.
- Mysore style classes: start any time, but finish your practice before scheduled class time ends.
- Remove your shoes before entering The New Shala.
- Report any injuries or health issues to the teacher before class.
- Make sure you are clean and fresh when participating in yoga classes at The New Shala. Use unscented deodorant when needed. Please do not use lotions or perfume.
- Make sure your yoga mat, rug and towel are clean and odor free.
- Help us keeping The New Shala (yoga rooms, lounge, dressing room, toilets a.o.) clean.
- It is advised not to eat later than two hours before class.
- In Mysore Style and Led classes, the teacher uses 'hands on' therapeutic adjustments. Participants can at any time, without reason, express if they prefer not to receive an adjustment.

Eloisayoga reserves the right to deny students or participants, who do not observe the studio rules referred to in Article 7. access to The New Shala premises and to terminate the membership of the relevant the student or participant without a refund of any membership fee paid already.

### **Article 8: Liability**

The attendance of all yoga classes, workshops, retreats, class cards, single classes and subscriptions and other services provided by Eloisayoga, as well as leaving belongings in any area of The New Shala, are at own risk for the student. Eloisayoga

accepts no liability whatsoever for physical injury, loss or damage relating to the student's attending yoga classes, workshops or any activity and leaving belongings in any of the areas of The New Shala and surroundings.

Always consult a doctor before starting yoga classes if you are not sure that you are completely healthy or in case of pregnancy. Even though Eloisayoga works with highly certified yoga teachers the student always runs the risk of receiving an injury during a yoga class, workshop or retreats. By participating these at Eloisayoga the student accepts this risk. In case of an injury or any other physical inconvenience, always inform the yoga teacher before starting the yoga class and listen to and follow the instructions of the relevant teacher. The student should perform the yoga poses carefully, listen to their body and keep in mind and accept physical limitations.

### **Article 9: Applicable Law and Disputes**

9.1. To all memberships, agreements and these General terms and conditions exclusively Dutch law is applicable.

9.2. Any disputes relating to these General terms and conditions, as well as any class card, single classes, workshops, retreats and subscriptions are settled exclusively by the competent court in The Netherlands.

### **Article 10: Personal data**

For administration and information purposes as well as to execute payment orders and update membership records, Eloisayoga collects personal data of the participants. These personal data are handled with due care by Eloisayoga and and complies with the Dutch Law for the protection of personal information. Eloisayoga will only share personal data with Edwin Van de Ven (OpenStudio software creator) in order to ensure a prime function of the software for the activities in Eloisayoga. Personal data, such as email address, is used by Eloisayoga to inform the student of any services en products provided by Eloisayoga. The student can unsubscribe from the Eloisayoga newsletter at any time. In case

the student not wishes to receive any communication provided by Eloisayoga, the student can send an email to [efernandeziskandar@gmail.com](mailto:efernandeziskandar@gmail.com)