



Terms and Conditions

Last updated on July 1, 2019.

Please read these Terms and Policies carefully before you start to use our Website or our Apps and before purchasing or booking any services through our Website, our Apps or in person. By using our Website, our Apps, you confirm that you accept these Terms and Policies and that you agree to comply with them regardless of whether you choose to register with us. If you do not agree to these Terms and Policies, you can not use our Website or our Apps in any way.

Welcome to our Online Services: <https://YogaBalance.lu> (“Website”) and to the YogaBalance mobile application (“App”) and the YogaBalance Pike13 booking tool <https://yogabalance.pike13.com> (“booking tool”). Our online services are operated by YogaBalance Sarls (“YogaBalance”, “us”, “we” or “our” for short) whose registered address is 6 Rue des Maraîchers, L-2124 Luxembourg, LUXEMBOURG. Business License: 10098286/0. VAT: LU30901608

“You” and “your” means you as the user of our Online Services or as a Students at any class, workshop, camp or retreat that is organized by YogaBalance, its owner, its teachers or volunteers.

We have set out the terms under which we are providing you with access to our online services. These include the terms and conditions that govern:

- your rights to use and link to our online services (“Online Services Terms of Use”);
- how we will use and protect information about you (Privacy Policy & Cookies Policy, both available on our website) and
- our booking terms and conditions and cancellation policy

Online Services Terms of Use

Account creation

You warrant that:

- The Personal Data which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and
- You will notify us immediately of any changes to the Personal Data by updating these details on your online account.

You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use. You agree to keep this information updated and provide an emergency contact number in your profile.

Pricing

Information displayed on the website related to pricing and service availability is subject to change by YogaBalance Sarls without notice. Our current applicable rates are listed on our website. Payments must be made through our booking system on our website, by IBAN bank transfer or with cash at the studios. We do not except credit cards at our studios.

Online bookings

- Pre-booked classes must be paid for in advance. If you've booked via phone or email. Please pay your teacher before the class starts.
- We require that you sign into classes a minimum of 5 minutes prior to the class start time. If you have not signed in by this time your space will be opened up to allow drop ins and this will be treated as a late cancellation – your class will not be credited or refunded.
- Class plans late cancellations and no-shows, will lose their credit for that class.
- If you are on an unlimited contract and you late cancel or no-show, we have the right to charge you the drop-in rate for all late cancels and no-shows. We will allow three courtesies per year, per student. You are required to keep a current credit card on file at all times and will be automatically charged.
- Students must use the iPad Kiosk to check themselves in. This verifies the registration, payment and that no one else can join accidently in their space.

Schedule

The current schedule can be found on the Website. We reserve the right to change the schedule at any time. If possible, any changes will be announced in advance. We reserve the right to change or cancel a class, workshop, camp or retreat that is on the schedule or advertised on the website or social media. Credits are only taken once you attend a class or late cancel or no show. So, you may use this credit to rebook yourself in other class. Expiration date is determined by which plan that you have purchased.

Early Termination of Membership in case of Illness, Injury or Pregnancy

We have a no-refund policy. In the event of prolonged illness, injury or pregnancy, the Student may prolong the expiration date of their class package or pause their membership. The request must be made in writing and must be accompanied by a medical certificate. Please do not ask us in person. Please email all requests to: info@yogabalance.lu.

Third party links

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

Cancellation policy

Please read our cancellation terms, available on our website.

Teaching arrangements

YogaBalance provides yoga classes, workshops, camp and retreats taught by the certified yoga teachers with a minimum of 200hrs training. YogaBalance also provides the space for independent teachers and therapists to provide services such as workshops and treatments. All payments for these services are accepted by YogaBalance on behalf of the teacher or therapist. YogaBalance reserves the right to change teachers, whether ad hoc or long-term, for a class without notice.

Promotions & discounts

- A 10% discount is offered to full time students and couples for plans of 5, 10 and 20 classes packages when paying by bank transfer, digicash or cash. A discount can not be given via the website. Please email proof of school registration to info@yogabalance.lu.
- Corporate discounts can be provided on request. For further information, contact us at info@yogabalance.lu.
- We are a partner of www.sympass.lu, please send a photo of your badge to info@yogabalance.lu. This discount is limited to plans of 5,10 and 20 classes packages when paying by bank transfer, digicash or cash. A discount cannot be given via the website and cannot be combined with any other offer.
- Promotions cannot be combined or backdated and do not apply to merchandise for sale, workshops or retreats.
- For some Workshops or Retreats, an Early Bird Discount applies. This reduced rate applies until the date of specified in our system. After this date the normal rate applies without exception. Please don't ask us.

Gift cards

- The gift card will expire 12 months from purchase. We will not refund any balance remaining and we will invalidate the card.
- Gift cards cannot be exchanged for cash. We do not give change or refunds on gift cards or e-gift cards.
- We reserve the right to refuse to accept a gift card which we deem to be tampered with, duplicated or which otherwise is suspected to be affected by fraud.
- We reserve the right to amend the gift card and e-gift card terms and conditions from time to time, where we consider it reasonable and necessary to do so.

Code of Conduct

You can read our Yoga Etiquette / Code of Conduct on our website [here](#). Students shall adhere to YogaBalance's code of conduct all times. By using our website and attending classes you are responsible for practicing the following code of conduct:

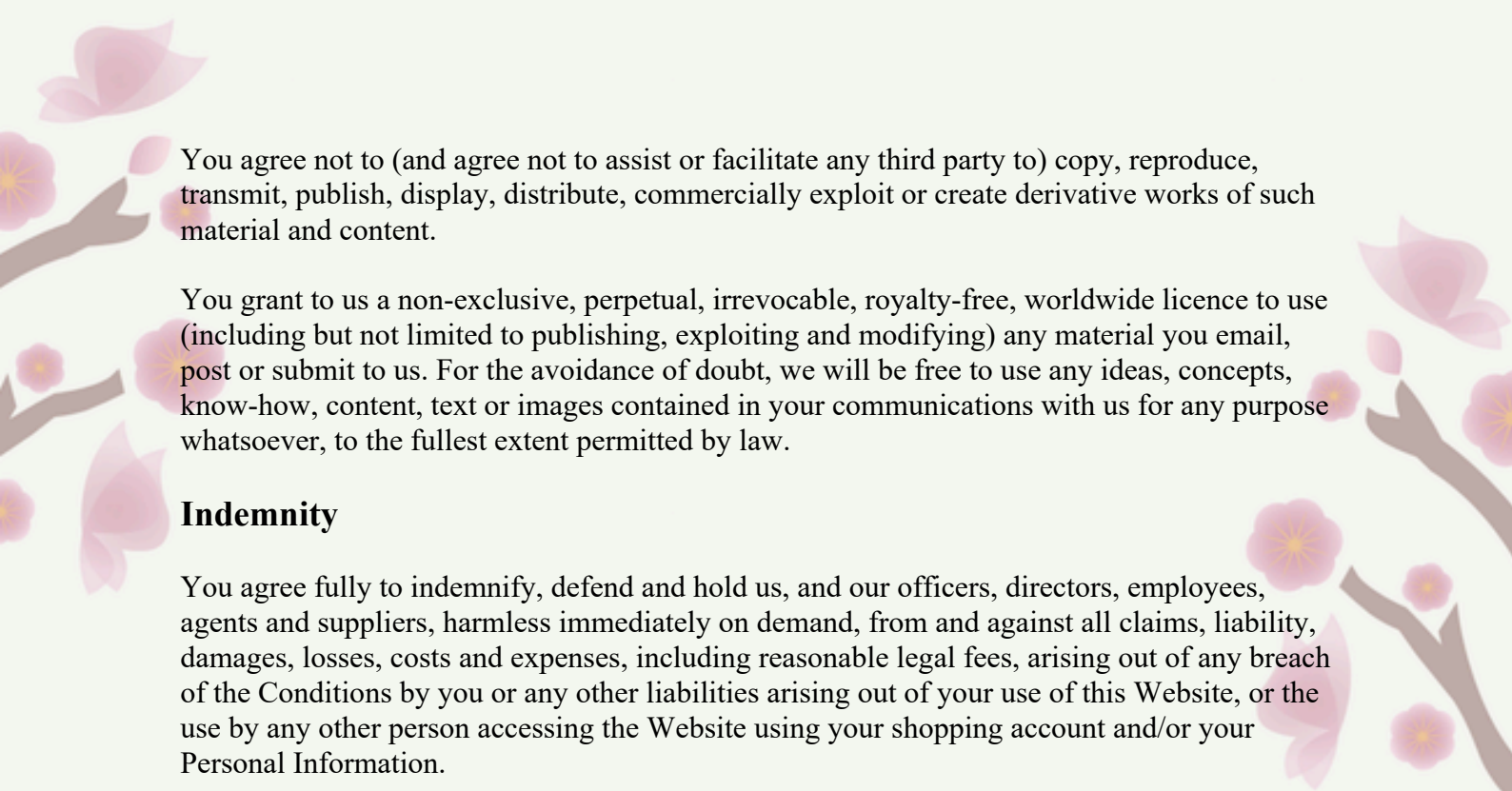
- Although you can enroll at any time up until the class start time, it is advisable to **book classes at least 24 hours in advance**.
- **Please arrive 5-10 minutes before class start time**. When you arrive late it disturbs that whole room. These minutes in the beginning are crucial for you, other students and the teacher to set the foundation of the practice. If you are late please take your space as **quickly and quietly as possible**. If you need to open something that has **velcro**, please do that before entering the class if you are late to limit the noise.

- **Remove your shoes** at the door and put your shoes on the shelf please. Please **do not lean on the shoe shelves**, they will fall!
- **Use the square cubby hole shelves for your belongings** to keep the floor space tidy.
- Please **do not leave your things on the bench**, it is for sitting while putting on your shoes.
- **Respect the Space.** Practicing yoga in a group setting creates a sacred, safe zone. Observe silence or speaking in a low voice before, during, and after practice. Allow room for other students to come in. Refrain from unnecessary talking, grunts, and moans. Do not chew gum during class — it's distracting and unsafe. Never adjust the lights, windows, blinds without permission. The blinds are old and can break very easily, only YB teachers should adjust the blinds. Mobile phones should be turned off or put on silent. The vibration mode on your phone is not acceptable.
- **Practice 'saucha', which means "cleanliness" or "purity".** Arrive clean and free of scents that might distract or offend others. Do bring a towel or your own mat if you sweat a lot. The use of unscented or lightly scented deodorant is appreciated. Please no spray deodorant or perfume in the bathroom or studios.
- **DON'T eat for two or three hours before class.** If you practice yoga on a full stomach, you might experience cramps or nausea especially in twists, deep forward bends and inversions. Digesting food also takes energy that can make you lethargic.
- **DO let your teacher know about injuries or conditions** that might affect your practice. If you are injured or tired, skip poses you can't or shouldn't do, or try a modified version. Please notify your teacher immediately when you are pregnant.
- Please put away any props that you use in the designated spots. And if borrowing a YB mat, please clean the mat then tightly roll up and put away in the designated spot.
- **Practice Ahimsa, non-violence, with your words and actions to yourself or others.** Instead of trying to go as deeply or completely into a pose as others might be able to do, do what you can without straining or injuring yourself – HONOR YOUR LIMITS. You'll go farther faster if you take a loving attitude toward yourself and work from where you are, not from where you think you should be.
- **Create an intention before the start of class.** To help you focus, you might find it helpful to dedicate your practice to a certain intention. This might be to become more aware, mindful, release stress and negative emotions, more loving and compassionate, or healthier, stronger, and more skillful. Or it might be for the benefit of a friend, a cause—or even yourself.
- **Don't skip Savasana** – The final relaxation pose, called Corpse Pose — "Savasana" (shah-VAHS-ah-nah) in Sanskrit — is vital to your practice. It's a time for stillness and deep rest that lets your body fully receive the benefits of yoga. If you absolutely must leave early, let your teacher know prior to class and leave quietly before Savasana starts. Be sure to allow sufficient time to collect your mat and belongings so not to disturb other student's relaxation time.

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited.



You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

You grant to us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use (including but not limited to publishing, exploiting and modifying) any material you email, post or submit to us. For the avoidance of doubt, we will be free to use any ideas, concepts, know-how, content, text or images contained in your communications with us for any purpose whatsoever, to the fullest extent permitted by law.

Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

Personal Liability

Attending yoga classes, Workshops, Retreat and leaving belongings in our studios are at the Student's own risk. YogaBalance Sarl assumes no liability whatsoever for physical injury, loss or damage related to Students attending yoga classes, Workshops or Retreats or personal belongings left at the studio. Although we strive to only provide accurate information on our Website, we are not liable for any inaccuracy and no rights can be derived therefrom.

We only work exclusively with certified 200hr trained yoga teachers, ensuring a high quality of yoga practice and protection for our students. Even with this, practicing yoga still runs a risk of injury as does all physical activities. By booking and attending yoga classes at YogaBalance Sarls, you agree to not hold us responsibility for injury and in the case of death in a yoga class, workshop, retreat, on our premises or elsewhere. The Student accepts all responsibility for actions and are required to inform the teacher before class and list in their online profile any injuries, diseases or limitations that may put them at risk. Plus follow these guidelines to stay safe:

1. Please inform your teacher before class if you become or think you are pregnant.
2. Please inform your teacher before class if you have an injury or other physical limitation.
3. Perform the yoga exercises carefully, keeping in mind your physical limitations.
4. Do not perform anything that causes you pain, ask the teacher for modifications.
5. Avoid inverted poses during menstruation.

Our rights

We reserve the right to:

- modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such

change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

Kids Yoga

This is applicable for any student under the age of 18.

By reserving a class, workshop or camp for your child (either by using your own account or an account in your child's name), you confirm that you have read and accepted our terms and conditions as the Parent/Legal guardian. Please create a separate sub-account from the Parent/Guardian's account "Manage other person". You are required to sign a disclaimer on behalf of your child(ren).

As a Parent/Legal guardian of a child signed up for a class or camp, workshop or camp, you understand or agree to the following:

- The information about the Child provided at the studio is true and correct and you have full legal rights to enroll your child in a yoga class at YogaBalance.
- You understand that yoga includes physical movements, as well as relaxation. Kids yoga / Family yoga involves partner and group poses, as well as yoga games, and as is the case with any physical activity, the risk of injury cannot be entirely eliminated. You are fully aware of the risks and hazards involved by enrolling your child in a yoga program.
- It is your responsibility to consult with a physician prior to and regarding your child's participation in this yoga class. You agree that you alone take responsibility to decide whether your child /your attending family members and you yourself are fit to practice yoga. You also understand that supportive and encouraging touch, massage, and group interaction is an integral part of this class.
- In consideration of being permitted to participate in the yoga class, you agree to assume full responsibility for any risks, injuries, damage known or unknown, which your child might incur as a result of participating in the program.
- You are required to inform the teacher and list your child's profile any diseases or learning or behavior difficulties. We reserve the right to deny the right to attend our services if the child is disturbing the class or we find the maturity level is not fitting with the class.
- You release and discharge YogaBalance, its owners, teachers and volunteers from any and all liability, claim, demand or action that your child or you may have resulting from injury, death or damages arising from your participation in the yoga class/workshop/camp, including loss that may be caused by the negligence of the released party. This includes participation in classes/workshops held away from the YogaBalance premises.
- That your child is permitted to use the equipment supplied by us provided at yours and your child's own risk.
- You release and discharge YogaBalance, its owners, teachers and volunteers from any and all liability, claim, demand or action that your child or you may have related to the loss, theft or damage of any of my personal property from our premises or anywhere else a class is held.
- All class passes and memberships are non-refundable, non-transferrable and may not be suspended at any time for any reason, including, but not limited to vacation, illness and injury.

- You recognize that this agreement of release and waiver of liability is a legal contract and that, by reading it carefully, you have complete knowledge of its contents.

Compliance with laws

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

Limitation of liability

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect losses

suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.



Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Law

The Conditions shall be governed by and construed in accordance with the laws of Luxembourg and you irrevocably submit to the exclusive jurisdiction of the courts of Luxembourg.

Enquiries or Complaints

If you have any enquiries or complaints, please email: info@yogabalance.lu.