



## GENERAL TERMS OF AGREEMENT DE NIEUWE YOGASCHOOL

### 1. Terms

- 1.1 Advance payment: 50% of the Retreat price, which serves as a deposit for participation.
- 1.2 General Terms of Agreement: these General Terms of Agreement as applied by De Nieuwe Yogaschool and published on its website, [www.denieuweyogaschool.nl](http://www.denieuweyogaschool.nl).
- 1.3 Participant: person who attends or wishes to attend a Workshop, Training or Retreat organised by De Nieuwe Yogaschool.
- 1.4 De Nieuwe Yogaschool b.v. is located in Amsterdam on the Laurierstraat 109 and is registered in the Trade Register under number 58741186.
- 1.5 10 Class Card: a 10-class card such as specified in Article 3.3.
- 1.6 Membership: membership is issued, or to be issued, by De Nieuwe Yogaschool and paid, or to be paid, by Student in order to attend yoga and other lessons as organised by De Nieuwe Yogaschool.
- 1.7 Single Class: one-time class to be paid and attended by Student at De Nieuwe Yogaschool and discerned from Membership-based class.
- 1.8 Retreat price: the total price of a Retreat including deposit.
- 1.9 Retreat: a Retreat organised by De Nieuwe Yogaschool.
- 1.10 Student: person who attends (a) class at De Nieuwe Yogaschool.
- 1.11 Website: the website of De Nieuwe Yogaschool: [www.denieuweyogaschool.nl](http://www.denieuweyogaschool.nl)
- 1.12 Workshop: a workshop offered or to be offered at De Nieuwe Yogaschool.
- 1.13 Training: a training offered or to be offered at De Nieuwe Yogaschool.

### 2. Applicability

- 2.1 The General Terms of Agreement are applicable without exclusion on all Memberships, Single Classes, Workshops, Trainings and Retreats at De Nieuwe Yogaschool. By participation in a Single Class, Workshop, Training or Retreat a Student or Participant declares to accept the applicability of these General Terms of Agreement.
- 2.2 De Nieuwe Yogaschool can amend these General Terms of Agreement. The latest version of these General Terms of Agreement is always the valid version and is available on the Website. De Nieuwe Yogaschool will announce amendments to the General Terms of Agreement in advance by e-mail.

### 3. Membership, 10 Class Card and Single Class

- 3.1 Students can attend class on the basis of a Membership or a 10 Class Card. Single Classes are also available.
- 3.2 A Membership is initiated with reception by De Nieuwe Yogaschool of the required membership fee from the Student.
- 3.3 De Nieuwe Yogaschool offers the following Memberships and cards, to be chosen by Student:

#### STANDARD MEMBERSHIP

This membership allows for an unlimited amount of classes.

Validity: ongoing.

Cancellation is free and the cancellation term is one calendar month, this needs to be communicated before the first of the month. This can be done in two ways: 1) per e-mail to

info@denieuweyogaschool.nl or 2) by filling in a form at the reception desk. The cancellation is finalized by a confirmation e-mail from De Nieuwe Yogaschool.

#### **10 CLASS CARD**

This card allows for 10 classes. These classes need to be used within 3 months. That which stated in Article 7 as regards termination and suspension does not apply for the 10 Class Card.

#### **SINGLE CLASS**

This is a one-time class to be attended and paid by Student at De Nieuwe Yogaschool and discerned from Membership based attendance.

3.4 Prior to any class or workshop a Student must report at De Nieuwe Yogaschool reception. After a staff member of De Nieuwe Yogaschool has checked enrolment as well as payment for the particular class the Student will receive a token. This token is to be given to the teacher prior to the start of the class or workshop.

#### **4. Payment and Price amendments**

4.1 A Membership, Workshop or Single Class must be paid in advance of a class or workshop. Payment can be done by direct debit or via PIN. The debits are made on the first working day of the month.

4.2 The valid prices for Classes, Memberships and Workshops are always published on the Website and can be consulted at De Nieuwe Yogaschool reception. De Nieuwe Yogaschool reserves the right to amend the prices for Classes, Workshops as well as other products and services. Possible price amendments will be announced prior to implementation at De Nieuwe Yogaschool, and/or by publication on the Website, and/or per e-mail.

#### **5. Reservations for Classes**

5.1 Prior to attending class at De Nieuwe Yogaschool a reservation can be made via the Website. When using a 10 Class Card a reserved lesson can be cancelled online for up to 4 hours before start of the class. Cancellations made shorter than 4 hours before start of class will be fully deducted from the 10 Class Card. The following rules apply to making online class reservations: All classes can be reserved online from 7 days until 30 minutes before the start of class. Reservations can only be made online and can therefore not be made by phone or at reception. Your reservation is valid for up to 5 minutes before the start of class. If you are not present at this time, we will assume you will not come and proceed to give your spot in class to someone else. If online registry is no longer possible you may still come to De Nieuwe Yogaschool. We always save 5 spots for which reservations are not possible. Of course, you must be there early as we abide by "First Come, First Served." If you wish to cancel your reservation you may do so for up to 4 hours before the start of class by pressing "cancel" at the relevant class.

#### **6. Class Schedule**

6.1 The latest class schedule is always published on the Website. De Nieuwe Yogaschool reserves the right to amend the class schedule at any time. Possible amendments will be announced in advance, as far as possible, at De Nieuwe Yogaschool, on the Website and/or per e-mail.

6.2 De Nieuwe Yogaschool reserves the right to cancel a scheduled class or amend the scheduled teacher as a result of force majeure. In such cases there will be no refund of membership fees.

6.3 De Nieuwe Yogaschool is usually always open, but reserves the right to close its doors on public holidays.

## **7. Termination and Suspension of Membership**

7.1 The Student can terminate a valid Membership. The cancellation notice is one whole calendar month, required to be given before the first of that month. There will be no refund of membership fees.

7.2 In case of prolonged sickness or injury the Student may suspend Membership for a maximum period of six months. A written request for suspension must be handed in at De Nieuwe Yogaschool and must be accompanied by a physician's note. Such a request can be e-mailed to: [info@denieuweyogaschool.nl](mailto:info@denieuweyogaschool.nl).

7.3 If a Student, after termination of a Membership, wishes to renew his/her Membership there will be a re-registration fee of € 25.

## **8. Participation and Payment Workshop, Training and Retreat and Registration Fee**

8.1 A Participant can partake in a Workshop or Training after De Nieuwe Yogaschool has received the complete fee required for participation in the Workshop.

8.2 When participating in a Retreat the deposit must be paid at least 60 days before the planned Retreat. The remaining amount of the total Retreat price must be paid to De Nieuwe Yogaschool at least 30 days before the scheduled Retreat. A Participant may partake in a Retreat only after he/she has paid the full Retreat price.

8.3 For certain Workshops, Trainings and Retreats there is a so called "Early Registry Discount." This discount is valid until the date as specified on the Website. After this date the normal fee, also as published on the Website, will be charged again.

## **9. Workshop: Schedule and Cancellation**

9.1 The latest Workshop schedule is always published on the Website. De Nieuwe Yogaschool reserves the right to amend the schedule at any given time. Possible amendments will be communicated, if possible, at De Nieuwe Yogaschool, and/or on the Website, and/or via e-mail.

9.2 De Nieuwe Yogaschool reserves the right to cancel a planned Workshop as a result of force majeure. In this case the already paid registration fees will be refunded to the Participant.

9.3 A Participant may cancel his/her participation in a Workshop until one (1) month before the scheduled date of the Workshop. This can be done per e-mail to [info@denieuweyogaschool.nl](mailto:info@denieuweyogaschool.nl).

9.4 A Participant may cancel his/her registration for a Workshop until seven days before the scheduled Workshop. In such cases the registration fee will be refunded with the reduction of a € 25, - administration fee.

9.5 If a Participant cancels his/her registration within seven days before the scheduled date of a Workshop there will be no refund of registration fees.

## **10. Retreat: Cancellation**

10.1 Only written cancellations of participation in scheduled Retreats can be accepted. These can be e-mailed to [info@denieuweyogaschool.nl](mailto:info@denieuweyogaschool.nl).

10.2 A Participant may cancel his/her registration for a Retreat without cost until 60 days before the scheduled Retreat.

10.3 Within 60 days of the scheduled Retreat date the Participant may cancel his/her registration, in which case there will be a charge of 50% of the Retreat Price.

10.4 If a Participant cancels his/her registration within 7 days before the start of a Retreat the already paid price will not be refunded.

10.5 If a Participant cannot, for whichever reason, participate on Retreat, the already paid Retreat Price will not be refunded.

10.6 De Nieuwe Yogaschool reserves the right to cancel a Retreat due to

an insufficient amount of participants. In such a case the Retreat price already (partially) paid by Participants will be refunded.

## **11. Trainings**

11.1 For the Johan Noorloos Teacher Trainings there are [additional terms of agreement](#) applicable.

## **12. House Rules**

12.1 All Students and Participants must abide by the following house rules of De Nieuwe Yogaschool: If you have come to the school by bike, be sure to park it in a spot that does not bother any residents or other visitors of De Nieuwe Yogaschool. Do not cause noise nuisance for residents when you arrive at and/or leave De Nieuwe Yogaschool. Do not eat for two hours before class and do not practice yoga on a full stomach. Start your class fresh and preferably use scentless deodorant whilst refraining from using perfume or other scents. Also, please do not use deodorant spray in the dressing rooms. Wear clean and comfortable clothing. Take off your shoes before entering a studio. De Nieuwe Yogaschool offers yoga mats for free class usage. Students themselves should clean and clear these mats after class. To guarantee optimal rest we ask Students and Participants to refrain from speaking in the studio's during and after Class/Workshops whilst keeping their voices down in other spaces. Sexual misconduct is not tolerated by De Nieuwe Yogaschool. The (physical) integrity of Students and Participants must always be respected.

12.2 De Nieuwe Yogaschool reserves the right to restrict the right to entry of De Nieuwe Yogaschool and/or terminate Membership of a particular Student and/or deny a Participant entry to a Workshop without refunding potentially already paid membership fees should it consider that the House Rules, as disclosed under Article 11.1, have not been respected.

## **13. Liability**

13.1 De Nieuwe Yogaschool does not accept any liability for physical and/or emotional harm or injury, loss or damage related to the attendance of class and/or participation in Workshops, Trainings and/or Retreats at, or organized by, De Nieuwe Yogaschool.

13.2 De Nieuwe Yogaschool works with qualified teachers and will always provide high quality classes and Workshops. However, there is a chance of injury or damage during a class or Workshop. By participating in a class, Workshop, Training or Retreat at, or organized by, De Nieuwe Yogaschool, the Student and/or Participant accepts the risk of injury and/or damage. De Nieuwe Yogaschool advises the following in order to reduce the risk of injury/damage: Consult a physician before you start a class and are not sure whether you are entirely healthy, or pregnant. If you have an injury, or other physical discomfort, always report this to the teacher before the start of a class, Workshop or Retreat. Listen carefully to the instructions of the teacher and follow these closely. Listen carefully to the signals of your body and take these into consideration. Perform the exercises with care and keep in mind your physical limitations. Do not perform exercises that are painful for you. Ask questions if/when you do not understand an exercise. Do not perform inversions when you are menstruating.

## **14. Personal Data**

14.1 De Nieuwe Yogaschool collects personal data of Students and Participants in order to maintain files, perform payments and keep administration. De Nieuwe Yogaschool handles the collection of this data with care and under the provisions of the Wet Bescherming Persoonsgegevens (Data Protection Act).

14.2 De Nieuwe Yogaschool also uses the personal data as specified in Article 13.1 to notify Students and Participants of events organised at De Nieuwe Yogaschool as well as potential amendments to, for example, the schedule. If a Student does not wish to receive any communication of De Nieuwe

Yogaschool, he/she can send a written notification per e-mail to [info@denieuweyogaschool.nl](mailto:info@denieuweyogaschool.nl). The Student and/or Participant is aware that in such cases he/she may not be able to use all services and products offered at De Nieuwe Yogaschool.

14.3 De Nieuwe Yogaschool does not give the personal data belonging to Students and Participants to third parties without prior written consent.

## **15. Applicable law and dispute settlement**

15.1 Dutch law is the only applicable law to the General Terms of Agreement.

15.2 Potential disputes related to the General Terms of Agreement, Memberships, Workshops, Trainings or Retreats, as well as class attendance or usage of other products and services of, or by, De Nieuwe Yogaschool will first be brought under the attention of a certified mediator in Amsterdam. If a satisfactory solution is not consequently reached for both parties the dispute will be settled by the competent court in Amsterdam.