

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.

1.3 Participant: a person of 12 years or older who attends or wishes to attend a Workshop, Training or Retreat organized by or organized at De Nieuwe Yogaschool. In principle, youngsters between the ages of 12 and 18 can only attend under the supervision and responsibility of a Participant of 18 years or older. Registration and payment in the aforementioned situation is to be executed by, at least with permission of a parent / legal representative.

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 Subscription/membership: membership is issued, or to be issued, by De Nieuwe Yogaschool and paid, or to be paid, by a Student in order to attend yoga and other classes organised by De Nieuwe Yogaschool, as stated on the class schedule, found on the website (hereinafter referred to as: 'Membership')

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 organized by De Nieuwe Yogaschool.

1.10 Student: the person of 12 years of age or older who attends or wishes to attend a class or classes at de Nieuwe Yogaschool. Youngsters between the ages of 12 and 18 can only attend classes under supervision and responsibility of a Student of 18 years or older. Registration and payment of a Single Class, 10 Class Card or Membership for aforementioned youngster is to be executed by, at least with permission of a parent / legal representative.

1.11 Website: the website of De Nieuwe Yogaschool: www.denieuweyogaschool.nl

1.12 Workshop: a workshop offered or to be offered by or at De Nieuwe Yogaschool.

1.13 Training: a training or Advanced Study offered or to be offered by or at De Nieuwe Yogaschool.

1.14 Partners: third parties (a natural or legal person) that assign De Nieuwe Yogaschool.

2. Applicability

2.1 The General Terms of Agreement apply on all offers, quotations, assignments, legal relationships and agreements, however named, in which De Nieuwe Yogaschool binds/ will bind to engage in activities, amongst which on the: Memberships, Single Classes, Workshops, Trainings, Retreats and other visits whether or not through partners of De Nieuwe Yogaschool 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. Partners of De Nieuwe Yogaschool commit themselves make their Students/Participants aware of the applicability and content of the general terms and conditions, especially article 13.

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 email.

2.3 These General Terms and Conditions also apply to possible additional or subsequent assignments.

2.4 The applicability of the General Terms and Conditions of Partners is hereby explicitly rejected.

2.5 Those natural or legal persons that are directly or indirectly, whether or not through an employment contract, involved with the services of De Nieuwe Yogaschool, can also invoke these General Terms and Conditions.

3. Membership, 10 Class Card and Single Class

3.1 Students can attend classes on the basis of a Membership or a 10 Class Card. Single Classes are also available.

3.2 A Membership is initiated when the required membership fee/ monthly fee of the Student is received by De Nieuwe Yogaschool

3.3 De Nieuwe Yogaschool issues the following memberships and cards, to be chosen by the Student:

MEMBERSHIP UNLIMITED

This membership allows for an unlimited amount of classes based on availability, see article 5.

Validity: ongoing.

The cancellation period is one whole calendar month. This means cancellation of the membership 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 email from De Nieuwe Yogaschool that states we have received your cancellation.

1 YEAR MEMBERSHIP

This membership allows for an unlimited amount of classes based on availability, see article 5.

Validity: 1 year.

MEMBERSHIP 1 MONTH

This membership allows for an unlimited amount of classes based on availability, see article 5.

Validity: 1 calendar month.

This membership automatically ends after 1 whole month.

10 CLASS CARD

This card allows for 10 classes. These classes are 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 a Student (whether or not through a partner of De Nieuwe Yogaschool) 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 registration 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, Training or Single Class must be paid prior to the subscription term of the membership, the Class, Workshop or Training. Payment is to be done through iDEAL (online), via direct debit or via PIN. When the Student or Participant subscribes (via the website) to a Membership (membership unlimited), the Student or Participant will be charged with the monthly fee in proportion to the remaining part of the ongoing month as well as the full monthly fee of the upcoming calendar month (hereinafter referred to as: the invoiced amount). These amounts need to be paid on the Website through iDEAL. Upon payment of aforementioned invoiced amount, the Student or Participant authorizes De Nieuwe Yogaschool until further notice of termination to directly deduct the monthly membership fee. The direct debit occurs every first working day of the month for the upcoming month.

4.2 If the subscription fee that is due can't be debited, for example due to insufficient funds in the submitted bank account at the time of deduction or due to the fact the Student has submitted incorrect payment information, as well as when a Student reverses the payment for a certain period, the Student can no longer book online ex article 5 of the General Terms & Conditions. The Student remains indebted all expired subscription fees until the moment the Membership has been cancelled conform the terms and conditions.

4.3 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 email.

4.4 De Nieuwe Yogaschool offers new Students or Participants that have purchased a product or service, equal to its legal obligations, in certain circumstances, for example a subscription to a Membership, the option to terminate the agreement free of cost within 14 days, for example through [this form](#). De Nieuwe Yogaschool will then proceed to refund the Student or Participant the invoiced amount in proportion to the remaining part of the Membership within 14 days, as described in article 4.2. If the Student or Participant has not made use of the Membership at all, the full invoiced amount will be refunded. If the Student has made use of the Membership, that is: if the Student took part in at least one Class, then the invoiced amount will be refunded in proportion to the number of days after which it has been terminated. The trial period applies exclusively to new Students, that is: Students that have subscribed to a Membership for the first time.

4.5

1. If the Student, Participant or Partner has not paid within the agreed term, then he/she is by law in default, De Nieuwe Yogaschool is then authorized to charge the legal (commercial) interest from that moment on.
2. If the Student, Participant or Partner has not paid within the term mentioned in section 1, he/ she is obliged to reimbursement of all actual judicial and extrajudicial costs made by De Nieuwe Yogaschool. The reimbursement of costs made is not limited to the possible legal costs imposed by a judge.

5. The following conditions apply to Students booking classes online through Memberships, 10 Class Cards or Single Class bookings:

- All classes can be booked online at least 7 days in advance and up until 30 minutes prior to the class.
- Reservations can only be made online and can therefore not be made by phone or at reception.
- Your reservation is valid up until 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 the class to someone else. In case of a 10 Class Card, the 'no show' will be registered and booked off of the remaining credit of the 10 Class Card as if the Student participated in the class.
- If online registry is no longer possible you may still come to De Nieuwe Yogaschool. We always save 5 spots for which no booking is required. 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 5 minutes 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 email.

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 almost always open, but reserves the right to close its doors on public holidays. In the aforementioned cases there will be no refund of money paid.

7. Termination and Suspension of Membership

7.1 The Student can terminate a valid Membership Unlimited. 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 emailed to: 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 Workshop(s), 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 (no Advanced study)

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 email.

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 administratie@denieuweyogaschool.nl. This doesn't apply to Advanced studies, see Article 11.1.

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. This doesn't apply to Advanced studies, see Article 11.1.

9.5 In case the Participant cancels his/her registration within 7 days of the 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 emailed to 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 and Advanced studies

11.1 For the Johan Noorloos Teacher Trainings and Advanced studies [additional terms of agreement apply](#).

12.1 All Students and Participants must abide by the following house rules of De Nieuwe Yogaschool:

- If you come to the school by bike, be sure to park it in a sport 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 prior to the class and do not practice yoga on a full stomach.
- Start your class fresh and clean 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 to be used during the class. Students are to 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. Phones are not allowed in the studio's.
- 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 deny access to De Nieuwe Yogaschool, and/or terminate the Membership of a Student/Participant, or deny access to a Workshop, to those Students and Participants that, according to De Nieuwe Yogaschool, do not abide by the house rules as stated in article 12.1, without refunding any monies already paid.

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 a visit to De Nieuwe Yogaschool, the attendance to a 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 taking classes and are not sure whether you are entirely healthy, or in case you're pregnant.
- If you have an injury, or any other physical discomfort, always report this to the teacher prior to the start of a class, Workshop or Retreat.
- Listen carefully to the instructions of the teacher and follow them 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 to you.
- Ask questions if you do not understand an exercise.
- Do not perform inversions while menstruating.

13.3 A visit to De Nieuwe Yogaschool, our Classes, Workshops, Trainings and Retreats are not a replacement for any therapy or other medical treatment or diagnosis. If you are currently receiving or have previously received any medical treatment or therapy for issues related to mental health, our Classes, Workshops, Trainings and Retreats may not be suitable for you. Please contact your physician or a specialist healthcare practitioner whether attending the Classes, Workshops, Trainings and Retreats is suitable for you at this time. Please read [our FAQ related to this](#).

13.4 Partners are obliged to insure themselves adequately and sufficiently, covering the risks mentioned in section 1 to 3 of this article, for the activities to be carried out by De Nieuwe Yogaschool and to indemnify De Nieuwe Yogaschool of liability claims of participants of the activity, see article 13.1.

14. Personal Data

14.1 De Nieuwe Yogaschool collects personal data from the Students and Participants for keeping track of its file, for carrying out payment orders and for administration purposes. De Nieuwe Yogaschool treats this collection of personal data carefully and processes it within the framework of the applicable laws and regulations, including in any case the laws and regulations in the area of data protection, such as the General Data Protection Regulation (AVG).

14.2 De Nieuwe Yogaschool also uses the personal data referred to in Article 14.1 to inform the Students and Participants about activities of De Nieuwe Yogaschool and any changes in, for example, the timetable. If the Student does not wish to receive communication from De Nieuwe Yogaschool, this can be communicated in writing an email to:

info@denieuweyogaschool.nl. The Student and Participant is aware that in that case it is possible that not all services and products from De Nieuwe Yogaschool can be used.

14.3 De Nieuwe Yogaschool never transfers the personal data of the Students and Participants to third parties without prior permission.

14.4 The [privacy statement](#) lists which data are processed by De Nieuwe Yogaschool, for what purposes and how the personal data is handled. In addition, it is explained how the subjects involved can exercise their rights to the processing of their personal data.

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.