

## Terms & Conditions

### 1. Definitions

1. General Terms and Conditions: The general terms and conditions used by Samudra Yoga & More, which have been published at the Samudra Yoga & More website, [www.samudrayoga.nl](http://www.samudrayoga.nl). These General Terms and Conditions are also available at [www.samudrayoga.nl/general-terms-and-conditions](http://www.samudrayoga.nl/general-terms-and-conditions).
2. Samudra Yoga & More: Samudra Yoga & More has its official seat at Korte Poten 59, 2511EC Den Haag. Listed in the Trade Register under number: 74644823.
3. Samudra Yoga & More Card: a 1 Month Unlimited Yoga Card, a 1 Year Unlimited Yoga Card or a 10-Class Card.
4. Samudra Yoga & More Membership: the membership for attending yoga classes at Samudra Yoga & More, issued or to be issued by Samudra Yoga & More and paid or to be paid by the Student.
5. Single Class: a single yoga class at Samudra Yoga & More to be attended and paid by the Student, other than on the basis of any Membership.
6. Student: a person who attends and/or wishes to attend group yoga classes at Samudra Yoga & More.
7. Website: the website of Samudra Yoga & More: [www.samudrayoga.nl](http://www.samudrayoga.nl).

### 2. Scope of Application

1. The General Terms and Conditions apply to any membership and, where applicable, to the Samudra Yoga & More Cards and Single Classes of and at Samudra Yoga & More.
2. By participating in a yoga class of Samudra Yoga & More, the Student agrees to the applicability of these General Terms and Conditions.
3. Samudra Yoga & More may from time to time amend these General Terms and Conditions. The most recent version of the Terms and Conditions is always the version that is applicable and is available at the Website. Samudra Yoga & More will announce any amendments to the General Terms and Conditions in advance by email.

### 3. Samudra Yoga & More Membership and Cards

#### a. Samudra Yoga & More Membership

1. The Samudra Yoga & More Membership entitles the member to an unlimited number of yoga classes during the term of the Membership.
2. The minimum Membership term is six (6) consecutive calendar months. After the first six months, a Student's Membership is tacitly converted into a continuing agreement for an indefinite period.
3. The effective date of the term of any Membership is the day of register.
4. After the minimum term of six (6) months, a student may be terminated every month. Cancellation of the monthly Membership must be communicated to Samudra Yoga & More in writing at least 15 days before the next payment is due. As we would love to help you explore all options we are curious to the reason for your cancellation, you can send an e-mail to [info.samudrayoga@gmail.com](mailto:info.samudrayoga@gmail.com).
5. A student's Membership may be put on hold for one (1) month, once a year. This may be done by sending an e-mail to [info.samudrayoga@gmail.com](mailto:info.samudrayoga@gmail.com) at least 15 days before the next payment is due prior to the to be suspended month.

6. A Student may use the Membership only in the event of payment by direct debit.
7. The Membership will be debited from the student's bank on the day of registration each month (e.g. when registered at the 15th of a month, the Membership will be debited each month on the 15th). In case Samudra Yoga & More is unable to collect the Membership Fee on this date an administration fee of €25 will be charged without prior notice.
8. All Dutch Bank accounts and bank accounts from European SEPA countries are supported for the direct debit payment.
9. A student's Membership commences when Samudra Yoga & More has received the membership fee from the Student.

**b. Samudra Yoga & More Free Trial Week**

1. The Samudra Yoga & More Free Trial Week entitles the holder to one (1) week of unlimited yoga classes.
2. The Samudra Yoga & More Free Trial Week is valid for one (1) week or seven (7) days, starting at the first visit.
3. The Samudra Yoga & More Free Trial Week can only be purchased once per person. If the Free Trial Week is expired - even when there are no classes attended - one can not purchase the Free Trial Week again.

**c. Samudra Yoga & More 10-Class Card**

1. The 10-Class Card entitles the holder to ten (10) yoga classes.
2. The 10-Class Card is valid for twelve (12) months after the date of purchase. The 10 classes must therefore be attended within twelve months of the date of purchase. After that period, these rights lapse.

**d. Samudra Yoga & More 1 Month Unlimited Card**

1. The 1 Month Unlimited Card entitles the holder to unlimited yoga classes within one (1) month.
2. The 1 Month Unlimited Card is valid for one (1) month after the first visit after the payment. All classes must be attended within this month. After that period, these rights lapse. The 1 Month Unlimited Card also activates if the first visit is cancelled late or not attended.

**e. Samudra Yoga & More 1 Year Unlimited Card**

1. The 1 Year Unlimited Card entitles the holder to unlimited yoga classes within one (1) year (twelve months).
2. The 1 Year Unlimited Card is valid for one (1) year after the first visit. All classes must be attended within this year. After that period, these rights lapse.
3. The Samudra Yoga & More 1 year unlimited card may be put on hold for a maximum of one (1) month once (1) a year.

#### **4. Payment and Price Changes**

1. All yoga classes organized by Samudra Yoga & More must be paid for before they are held. Samudra Yoga & More accepts payments made by direct debit (membership only), PIN, Credit Card (Visa, Master Card, AmEx), Apple Pay, Samsung Pay, Google Pay, Ideal and cash.

2. When paying with direct debit and payment cannot be collected, a handling fee of €25 is charged. In the case of non-payment, Samudra Yoga & More reserves the right to suspend the account of the relevant Student.
3. Samudra Yoga & More reserves the right to change prices. Any changes are announced in advance by putting up posters on the premises of Samudra Yoga & More, by placing statements on the Website, and/or by email. The current applicable rates are always mentioned on the Website and are available for inspection in the Studio.
4. Before a yoga class the Student must report at the person standing downstairs in “The Natural Health Company” or at the Teacher. After the Samudra Yoga & More employee has verified the registration and payment for the relevant yoga class, the Student can attend the yoga class.

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

1. All classes are available for online booking 30 days in advance.
2. You can only book classes online, so not by phone or email.
3. You can cancel your booking until 90 minutes before the class starts. To do this, go to your account in Mind Body and cancel the class in your schedule.
4. If you cancel within 90 minutes before the class starts, this is a “Late Cancel” and the class will be charged from your card.
5. 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.

## **6. Schedule**

1. The current schedule is mentioned on the Website and in the Mind Body App or website. Samudra Yoga & More reserves the right to change the schedule at any time. If possible, any changes are announced in advance by putting up posters at the Samudra Yoga & More studio, mentioning them on the Website or by email.
2. Samudra Yoga & More reserves the right to cancel a yoga class that has been scheduled or to change the yoga teacher mentioned in the schedule in the event of force majeure, including illness of the teacher. In this case there will be no refund of any Membership fee.
3. Samudra Yoga & More is nearly always open but reserves the right to close its doors on public holidays or on other days.

## **7. Early Termination of Membership in case of illness**

1. In the event of prolonged illness or an injury, the Student may terminate the Membership early. A request for early termination must be submitted to Samudra Yoga & More in writing and must be accompanied by a medical certificate. This termination may be sent by email to [info.samudrayoga@gmail.com](mailto:info.samudrayoga@gmail.com).

## **8. Liability**

1. Attending yoga classes, workshops and leaving belongings in the changing room are at the Student’s own risk. Samudra Yoga & More accepts no liability whatsoever for physical injury,

loss or damage relating to a Student's attending yoga classes, Workshops or other events and leaving belongings in the changing room at Samudra Yoga & More.

2. Samudra Yoga & More works exclusively with certified yoga teachers and always ensures high-quality yoga classes. Even so, a Student always runs the risk of receiving an injury during a yoga class. By participating in a yoga class at Samudra Yoga & More, the Student accepts this risk of an injury. Samudra Yoga & More provides the following guidelines for reducing the risk of an injury:
  - Always consult a doctor before starting yoga classes if you are not sure that you are completely healthy or if you are pregnant.
  - If you have an injury, are pregnant or have any other physical inconvenience, always inform your yoga teacher about this before starting the yoga class.
  - Listen to and follow the instructions of the relevant yoga teacher.
  - Perform the yoga exercises carefully and bear your physical limitations in mind.
  - Do not perform any yoga exercises that are painful.
  - Ask questions if you do not understand an exercise.
3. 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.

## 9. Personal Data

2. Samudra Yoga & More collects personal data of the Students and Participants to update its membership records, to execute payment orders and for administration and information purposes. Samudra Yoga & More handles this collection of personal data with due care and complies with the provisions of the Dutch Data Protection Act.
3. Samudra Yoga & More uses the personal data referred to in Clause 9.1 to inform the Students and Participants about activities of Samudra Yoga & More and any changes in the schedule, for example. If the Student or Participant does not want to receive communications from Samudra Yoga & More, he or she may communicate this to Samudra Yoga & More by sending an e-mail to [info.samudrayoga@gmail.com](mailto:info.samudrayoga@gmail.com). The Student or Participant is aware (s)he cannot use all online services and products of Samudra Yoga & More in that case.
4. Samudra Yoga & More never gives any personal data of the Students or Participants to third parties without their prior written consent.

## 10. Governing Law and Dispute Settlement

1. The General Terms and Conditions are exclusively governed by Dutch law.
2. Any disputes relating to the General Terms and Conditions, any Membership, Card, yoga class or Workshops organized by Samudra Yoga & More are settled exclusively by the competent court in Den Haag or any higher court.

## 11. Code of Conduct

1. Students shall adhere to Samudra Yoga & More's code of conduct at all times:
  - Please make sure you are clean and fresh when you attend the yoga class. The use of unscented deodorant is highly appreciated. In view of potential allergies of other Students, everyone is asked not to wear any perfume or other scented products, and not to use any spray deodorant in the changing rooms.

- Wear clean yoga clothes in yoga classes, in which you can move easily.
  - Samudra Yoga & More advises not to eat later than two hours before the start of the yoga class and, in any case, not to do yoga on a full stomach.
  - Please do not wear shoes in the yoga studio area.
  - Samudra Yoga & More makes yoga mats available for use during yoga classes. After classes, a yoga mat must always be cleaned by the Student who has used it. If other props are used, please put them away after your class.
  - To allow everybody to find perfect inner peace, Students are requested to talk quietly in the yoga studio before and after the yoga class and to not talk during the yoga class.
  - The physical and mental integrity of Students must always be respected. Sexual behaviour or sexually suggestive behaviour is not tolerated by Samudra Yoga & More.
2. Samudra Yoga reserves the right to deny Students who do not observe the house rules referred to in Clause 11.1 access to the Samudra Yoga & More premises and to terminate the Membership of the relevant Student without a refund of any membership fee paid already.