

## **Terms and Conditions of Use.**

These terms and conditions apply between Sha Kali Yoga, you (the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to these terms and conditions, you should refrain from using the Website.

In these terms and conditions, User or Users means any third party that accesses the Website and is not either; employed by Sha Kali Yoga trading as Sha Kali Yoga LTD and acting in the course of their employment or engaged as a yoga instructor or otherwise providing services and accessing the Website in connection with the provision of such services.

By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least aware of your choices and decisions.

### **1. VENUE OPENING TIMES**

- Venue opening times and class times at Melvin Hall may vary from time to time. Opening times and class times will be published on our website.

### **2. YOGA CLASSES**

#### **Drop-in Classes**

- Class prices are available on our website and will be reviewed by Sha Kali Yoga from time to time.
- Payment is required prior to attendance.
- Payment for a drop-in class is non-refundable, but if a client cancels within the required cancellation window the class will be returned to their Account to be used within a month.
- Drop-in classes are not transferable and non-refundable.

#### **Introductory Offers**

- £85 for 12 Days at Melvin Hall drop in Offering New to Sha Kali yoga Offer offers access for 12 consecutive days.
- All the introductory offers are only available **once** to all the clients who have not previously used them, and they will activate upon the first visit and if they have not been activated, will expire after 12 months from date of purchase.

## **8. FITNESS AND HEALTH**

- Participants are advised not to undertake any vigorous physical activities without seeking medical advice if they have any concerns over their physical or medical condition and general wellbeing. Sha Kali Yoga reserves the right to refuse access to any participants when in its absolute discretion, considers that the health of the individual concerned may be endangered by the use of our offerings.
- Participants and their guests must notify us of any circumstances affecting their health which may be exacerbated through continued use of Sha Kali Yoga offerings.
- Participants who feel unwell with obvious cough or cold symptoms, should not attend classes, stay at home and seek medical help (zoom link can be provided or pre-recorded offering to join online). Participants who are unwell must also email or contact us as soon as possible so the Team can assist them to reschedule their booked offering.
- Participants are required to follow the instructions of the instructor at all times. However, they have the right to not participate in some yoga practices.

## **9. DRESS AND FOOTWEAR**

- You are requested to wear a form of dress appropriate to the practice of Yoga, and Meditation.
- If you are attending offerings in person, you must bring a sweat towel, yoga mat otherwise a mat and sweat towel will be provided for £1 each.
- Outdoor footwear will be removed before entering the Shoe Free area where we will be practicing.
- Outdoor footwear must be placed in the shoe storage section by the entrance to the space where we will be practicing.

## **10. HEALTH AND SAFETY**

- Smoking/Vaping is not permitted anywhere on the premises.
- No crockery, glass or food is permitted in the changing rooms or practicing space, unless specifically required due to a medical condition. Only plastic bottles or special sports type plastic/metal/glass containers/bottles are permitted in the Studio.
- Fire exits, which are clearly marked, are there in the interests of safety and customers must not interfere with these doors for any reason.
- In the event of a fire, you will be asked by staff to make your way to the nearest available exit.
- Posters with details of our Fire Exit routes are on display around the venue, please familiarise yourself with these, in case the fire alarm goes off.

## **11. PERSONAL BELONGINGS**

- To create a calm and uncluttered environment, participants are requested to travel with minimum personal belongings.
- Personal belongings are brought into the provided premises at your own risk and Sha Kali yoga does not accept liability for any loss or damage whatsoever to such items.

## **12. INTELLECTUAL PROERTY AND ACCEPTABLE USE**

- All Content included on the Website, unless uploaded by Users, is the property of Sha Kali Yoga LTD, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
- You may, for your own personal, non-commercial use only, do the following: retrieve, display and view the Content on a computer screen

- You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any content without the written permission of Sha Kali Yoga LTD.

## **PROHIBITED USE**

- You may not use the Website for any of the following purposes: in any way which causes, or may cause, damage to the Website or interferes with any other person's use of the Website; in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law or regulation; making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

## **Registration**

- Each participant must ensure that the details provided by you on registration or at any time are correct and complete.
- You must inform us of any changes to the information that you provide when registering for us to communicate with you effectively.
- We may suspend or cancel your registration for any reasonable purposes or if you breach these terms and conditions.

## **PRIVACY POLICY**

- Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. View the Privacy Policy for further details.

## **Availability of the Website and disclaimers**

- Any online offerings, tools, services or information Sha Kali Yoga provides through the Website or in person is provided "as is" and on an as available basis. We provide no warranty that the Offerings will be free of error and/or faults. Sha Kali Yoga Ltd is under no obligation to update information on the Website.
- Whilst Sha Kali Yoga uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we provide no warranty or guaranty in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
- Sha Kali Yoga Ltd accepts no liability for any disruption or non-availability of the Website.
- Sha Kali Yoga reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any offerings available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **LIMITATION OF LIABILITY**

- Nothing in these terms and conditions will: limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; limit or exclude our or your liability for fraud or fraudulent misrepresentation; or limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
- It is the participants' responsibility to ensure that they are capable of the practices involved in any offering they book to attend in person or online. Participants accept the risk of injury from performing yoga practices and are advised to consult their doctor prior to beginning any program or class.
- It is the Parent/Guardian's responsibility to ensure that their child is capable of the practices involved in any offerings or class they book to attend with or without them according to the Age Policy clause; Parents/Guardians accept the risk of injury to their child from performing yoga practices and are advised to consult the family doctor prior to their child beginning any offering sessions.
- We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
- To the maximum extent permitted by law, Sha Kali Yoga accepts no liability for any of the following: any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities; loss or corruption of any data, database or software; any special, indirect or consequential loss or damage.

## **GENERAL**

- At all times, participants must observe Sha Kali Yoga guidelines which may be notified to them from time to time and are requested to comply with any reasonable directions to facilitate smooth services for the convenience of all participants.
- Participants are required to give written notice to Sha Kali Yoga of any change of email and home address.
- Sha Kali Yoga reserves the right to refuse admission to the in-person offerings.
- Sha Kali Yoga may, when a participant so wishes, communicate with the participant via electronic mail. By providing an email address to Sha Kali Yoga, the participant consents to receiving email communications from us in alignment with the Terms and Conditions. Sha Kali Yoga will not be liable for any loss or damage experienced as a result of communicating with a participant in this manner.

