



Bhumi Yoga General Terms & Conditions

Article I. These terms and conditions outline the rules and regulations for the use of Bhumi Yoga's website & services. Bhumi Yoga: refers to the services offered by the companies, Yoga-Break / Bhumi Yoga; registered with the Chamber of Commerce in Groningen, the Netherlands, under numbers 54689627 located at Damsterdiep 46, 9711SM Groningen.

Article II. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

1. **Additional Terms and Conditions:** Any additional terms or conditions made applicable to a specific service, workshops, course, retreat or training organized by Bhumi Yoga.
2. **Application form or application process:** Refers to an application form that has to be filled out and signed by the aspiring participant prior some services (mostly Teacher Trainings) of Bhumi Yoga. These services may have the stipulation that the participant must meet certain qualifications before being accepted in the course or program.
3. **Classes:** Indicate any regular occurring class we offer on our regular weekly schedule.
4. **Classes Online & On-Demand:** indicates classes or workshops Bhumi Yoga delivers via any online platform. An on-demand class implies that the class was pre-recorded and thus, no teacher is available to answer or observe the client's activities.
5. **Class Cards:** a class card as referred to in article 10 allows entrance to a class, dependent on how many classes one buys. These cards have an expiration date depending on the card you choose.)
6. **Membership:** Bhumi Yoga offers various levels of price points for class attendance when a client agrees to memberships that is paid monthly and for a specified period of time.

7. "Client", "You", and "Your", "his", "her" refers to the person accessing this website, or the person who has booked or participates in a service such as classes, workshops, courses, events, retreats or training provided or coordinated by Bhumi Yoga and accepting Bhumi Yoga's terms and conditions.
8. One month trial to our yoga school: A low-cost introduction month for a new client to try our regular classes. They are available for new members who live or work in the province of Groningen.
9. Default: To fail to do something, such as pay a debt or a deposit, that you legally have to do.
10. Deposit: When a deposit is requested to hold a spot in a training or service, client is required to transfer the amount mentioned to Bhumi Yoga account, within the time mentioned in the agreement. Failure to do so in time will result in default: the reservation is no longer held, and; any financial discounts such as early-bird discounts may not be applicable.
11. Event: An event is when Bhumi Yoga offers special or regular services in our or external locations, possibly in partnership with another organization(s), where our services are integrated or offered in a special situation.
12. Financial Agreement: The signed agreement between Yoga Moves and the (aspiring) Client that stipulates the financial terms and payment dates agreed to.
13. Force Majeure: An unexpected event such as a war, crime, pandemic or an earthquake which prevents someone from doing something that is written in a legal agreement. Bhumi Yoga is not liable under these circumstances for non-performance caused by events or conditions beyond Bhumi Yoga's' control. This provision does not relieve the Client of its obligation to fulfil payment obligation.
14. Price: The total price of a service, including the deposit. It may or may not include VAT.
Early-Bird Price: A discounted price that is conditional that the participant pays the full discounted price by a specific (early) date, stated on the workshop or event page.
15. Bhumi Yoga services: Including but not limited to: group or yoga coaching or movement or meditation classes, courses, workshops, training, events or retreats; memberships, class cards; purchases online or in person for services yet to be delivered, and for products in our shop, courses, workshops, events, retreats and teacher trainings.
16. Student (or client): The person who attends or wishes to attend a class, course, workshop, yoga coaching, teacher training or retreat.

17. Teacher: The person who has been contracted by Bhumi Yoga to teach classes, yoga coaching, workshops, events or training.

18. Teacher Training: Any teacher training organized with and/or by Bhumi Yoga, that trains its participants in their further development as yoga teachers.

19. Website: The website of Yoga Moves: www.bhumiyoga.nl

20. Workshop, training, intensive: A yoga workshop, training or intensive given or to be organized by Bhumi Yoga.

21. Bhumi Yoga Member: A client of Bhumi Yoga with an active membership.

Article III. Establishment of agreements

1. Bhumi Yoga's "General Terms and Conditions" is a legally binding document that applies to participation in all services, promotion, interaction with our website, activities, contracts and agreements for booking services (online and in our premises), promoted or hosted by Bhumi Yoga.

2. By accessing our website (www.bhumiyoga.nl and www.momoyoga.com/bhumiyoga/), or buying any services at Bhumi Yoga, we assume you accept these terms and conditions in full. Bhumi Yoga reserves the right to vary or revoke any of the General Terms and Conditions from time to time which it may consider necessary or suitable for the regulation of the governance of the studio & the conduct of Clients. The most recent version of the Terms and Conditions is always the version that is applicable and is always available at the Website. Bhumi Yoga will announce any amendments to the General Terms and Conditions in a newsletter.

3. Deviations from and additions to, concluded agreements of these general terms and conditions are only valid if and insofar as these have been explicitly confirmed in writing either directly to the Client or published on Bhumi Yoga website by Bhumi Yoga.

4. If one or more stipulations in these General Terms and Conditions at any time wholly or rpartially be void or destroyed, then the remainder of these general terms and conditions remain fully applicable.

5. In some cases, we may add Special Conditions to cover a specific event or retreat or training. These will be published on the page that advertises this service on Bhumi Yiga's website.

6. The General Terms and Conditions shall be governed by the laws of The Netherlands & subject to the exclusive jurisdiction of the Dutch Courts.

Article IV. Becoming a Bhumi Yoga Client

1. Participation in any of Bhumi Yoga activities - be it paid or unpaid, on site or off site, means (by default) that you are a client of Bhumi Yoga.
2. Clients may participate in our classes, training, courses, events or other activities during the term of the specific terms determined by the product or service type and conditions.
3. When a person has signed Member Registration Form or Client agreement or Signed into a class or workshop online, or dropped into our studio and joined an event or class or has been accepted in a workshop or training program or ticked the Terms & Conditions Online form(s), or paid the first or total instalment, and fulfils the requirements of that membership, they shall become a Client or a Bhumi Yoga Member.

Article V. Schedule and opening

1. In the event of force majeure, unforeseen circumstances, including illness or transportation problems of the teacher, Bhumi Yoga reserves the right to change our schedule at any time, to cancel a yoga class(es), training day and/ or to change the teacher or move our services to an online platform.
 - a) In the case of total cancellation, there will be no refund of any fees.
 - b) Bhumi Yoga is not responsible for travel fees, or any expenses incurred by you as a result of such cancellation.
 - c) All clients will be taken out of the class if they signed in in-advance and may use the session in another day or time.
2. Bhumi Yoga reserves the right to close its doors on public holidays or on other days as needed.
3. Bhumi Yoga reserves the right to change the class schedule, opening times and location. This also holds true for short-term closure such as illness and studio maintenance, as well as for closures / class changes lasting longer than one week due to yoga study travel and vacation. In case of illness, study, vacation and other possible causes that a class cannot go through as scheduled we aim to organize substitute teachers. If this is not successful the classes may be cancelled. The client does not have the right to receive money back in case a class does not go through. The 12 months membership rates (monthly fees) are calculated over a yearly base.

School closures, vacation (entailing school closure of three weeks per year) and illness are already included into this fee.

Article VI. Limitation of liability

1. Bhumi Yoga strongly recommends that you consult with your physician before beginning any exercise program. You should be in good physical condition and be able to participate in the exercise. It is the clients' responsibility to ensure that they are capable of undergoing undertake strenuous physical activities, yoga or other activity classes, workshop, teacher training or retreat, that they attend, regardless if with a live teacher, online or on demand (online).

2. Clients accept the risk of injury from performing yoga or other exercises. When participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Bhumi Yoga and all its agents (teachers and trainers' consultants) from any and all claims or causes of action, known or unknown, arising out of participation in Bhumi Yoga's services or Bhumi Yoga's or its agents' negligence.

3. Bhumi Yoga and all contractors used by Bhumi Yoga are not a licensed medical care providers and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

4. Bhumi Yoga accepts no liability for loss or damage to property or injury of clients or their guests to them on the premises or outside.

5. 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.

Article VII. General Guidelines & Code of Conduct

1. Personal belongings are brought into Bhumi Yoga's premises at the client's risk and Bhumi Yoga does not accept liability for any loss or damage whatever to such items. For security reasons, clients are advised to take small valuable personal belongings with them into the studio, and not leave them in the changing rooms area.

2. Arriving on time is required in order to enter the room at least 5-minutes prior to start of a workshop, or training. In some cases, late arrival will mean no entrance or postponed entrance,

with no refund. For Ashtanga Mysore Yoga Classes clients can arrive during the specified time periods as described in the schedule.

3. Clients are requested to wear a form or dress appropriate to the practice of yoga and other movement classes. Body and clothing should cover private parts, be hygienic and clean and free from strong smells or cologne.

4. Clients are requested to give written notice to Bhumi Yoga of any change of address, email or contact number. Failing such notice, all communications sent by Bhumi Yoga shall be assumed to have been received by the Client within 5 days of emailing or posting to the last email or post address notified to the Bhumi Yoga.

5. Bhumi Yoga reserves the right to withdraw, suspend or refuse our services without any refund of any service fees paid already, to any Client whose conduct is, or may be deemed to be in reasonable opinion, injurious to the character or sphere of Yoga Moves; or persons who do not observe Terms & Conditions; or where such expulsion is otherwise to be in the interests of the other Clients or Staff.

Article VIII. Service Agreements: (Class Cards and Memberships)

1. Clients may enter into service agreements (including Class Card and Memberships) such that they pay an agreed upon special rate on a monthly basis for a specified or unlimited time period, for a series of classes or for a course or workshop. Bhumi Yoga offers the following kinds of class cards and memberships:

- a) 1 month membership: Valid for 1 months, does not automatically renew
- b) 3 months membership: Automatically continues per month unless the client terminates the membership by email at least 1 month prior to the original 3 months period being (Minimum Subscription period) fulfilled.
- c) 12 months membership: Automatically continues per month unless the client terminates the membership by email at least 1 month prior to the original 12 months period (Minimum Subscription period) being fulfilled.

Membership holders have unlimited access to all regular classes on our schedule.

2. The financial agreement may be arranged by an "incasso" or automatic bank transfer as established under the standard agreements for these transactions under Dutch banking laws; or by agreement between both parties that the client pays said debt on a monthly basis for a period of time.

3. Clients agree & acknowledge that by agreeing to the Minimum Subscription Period or term, they are given preferential rates by Bhumi Yoga and therefore are obliged to pay the full agreed upon rate until the end of the minimum subscription period.

1. After the client has reached the minimum amount of time that membership requires (Minimum Subscription Period or terms of 3 or 12 months), the client's Membership is automatically converted into a continuous auto pay agreement for an indefinite period of time, at the same monthly fee.

2. Once the minimum subscription period is over, client may cancel their Monthly Memberships by giving a minimum of 1 month notice by written request emailing to info@bhumiyyoga.nl.

Article IX. Early Termination of Monthly Memberships

1. In the event of prolonged illness or an injury (anticipating more than 6 weeks), the Client may terminate the Class Card and Monthly Memberships early. A request for early termination or a longer pause, must be submitted to Bhumi Yoga in writing and must be accompanied by a medical certificate or note from your doctor.

2. This termination may be sent by email to info@bhumiyyoga.nl.

3. The Client Monthly Memberships will be cancelled with the next cycle of payment. No refunds will be issued on past classes or the last payment cycle.

Article X. Bhumi Yoga Class Cards - single or multiple use class cards

1. The Bhumi Yoga Class "Cards" entitles the holder to a specified number of classes and are valid for a specific period of time (determined per product) at the date of purchase. After that period, this remaining classes on the "card" becomes invalid.

2. We don't issue actual cards, instead the client visits are managed through the software system (Momoyoga) connected to Bhumi Yoga website or available through www.momoyoga.com/bhumiyyoga/. Each client has access to their records, purchases, remaining classes via their personal log in.

3. The Bhumi Yoga "Trial to our yoga school" 1 month starters class card can be purchased only once by new clients. A new client may use the Bhumi Yoga trial month only if he has not attended more than one (1) yoga classes at Bhumi Yoga. (Exceptions may apply). Bhumi Yoga reserves the right to change this offer at any time. The Bhumi Yoga 1 month trial begins from the date of purchase.

4. Bhumi Yoga also offers 10 classes cards for in studio and online classes which are valid for a specific period of time (determined per product). After that period, this remaining classes on the "card" becomes invalid. At the end term of the class card, the right to attend classes is suspended regardless of how many classes a client attended (unless the client makes a new purchase for classes). There is no refund on these class cards, they cannot be postponed nor suspended for any amount of time.

Article XI. Payment, Price Changes & Discounts

1. All classes, workshops, training or other activities organized by Bhumi Yoga must be paid for before the services are rendered.

2. Payments can be made online via our website or through www.momoyoga.com/bhumi-yoga/ ; Money Transfer with invoice for monthly membership payments, or in the case of monthly payment agreements, by Direct Debit using automatic withdrawal (using an "incasso" agreement, from 2022 onwards).

3. We do not take cash on our premises.

4. A class card has to be paid online prior to participating in class. For memberships, the first membership month is paid online through our online schedule, thereafter the participant will receive an invoice every month for the duration of the membership and is given two weeks to pay the monthly tuition fee. A €45 administration fee will be charged for late payments. The membership rates are regarded as an average monthly fee, which is consistently paid throughout the year during the contract period. Adapting the membership to actual lessons followed is thus not possible. It is in the interest of the practitioner to join practice as often as possible. In case classes cannot be taken, no refunds can be given, also not partly. This includes illness, vacation, pregnancy, and absence due to work travel, etc.. In case of illness and injury that are longer than 4 weeks, it is possible to prolong the membership, medical documentation from a physician is required herein immediately. The 12 months membership rates (monthly fees) are calculated over a yearly base. School closures, vacation (entailing school closure of three weeks per year) and illness are already included into this fee.

5. In the case of non-payment, Yoga Moves reserves the right to suspend the account of the relevant Client, and if necessary, to take legal action to re-coup the legally agreed upon fees due.

6. Bhumi Yoga reserves the right to change any or all services advertised and agreed on prices.
7. Any price changes will be announced in advance, by placing statements on the Website, and/or by direct email. The currently applicable rates are always mentioned on the Website.
8. The client giving notice must continue to pay their fees at the rate current immediately prior to any proposed increase until the end of the term of their membership. 1
9. If the above steps are not taken, the price changes will be implemented, and the new price or general conditions will be valid.
10. Bhumi Yoga may, from time to time, offer discounts or "early bird" specials for some of their services. These offers are valid only during the dates stated on the website and are not available to persons who bought same service made on earlier or later dates.

Article XII. Reservations and signing in for Classes

1. Please be on time, at least 10 minutes before a workshop or training starts. For Mysore classes be on time and arrive during the arrival window stated on the schedule.. This will ensure your reserved spot, but you will also have enough time to prepare for your class.
2. Before a yoga class Client must personally sign in via the Momoyoga system and reserve a spot.
3. All classes are available for online booking up to 1 minute in advance.
4. It's your responsibility to be on time for classes, trainings, workshops, yoga coaching, special events (and for Mysore classes to arrive at the specified arrival window) arrivjng late will not be accepted with no refund of fees.
 - i. Client can cancel his/her booking up to 7 hours before a regular class starts using our online (Momoyoga) program, this is considered an "Early Cancellation" and you will not be charged for the reservation. (To do this, go to your account and cancel the class in your schedule)
 - ii. If you cancel your reservation less than 7 hours before the start of class, your cancellation will be regarded as a "Late Cancellation".
 - iii. Consequences or Late Cancellation or a No-Show (reserving but not showing up to class and not informing the studio in time) are:
 - a. If you have a class card, this class will be charged from your card.
 - b. With a Monthly Memberships or 1 month Trial (unlimited options) we charge a 5 euro late cancel fee.

5. Bhumi Yoga reserves the right to change our policies for late cancellation including the fees or the time limit or both.

Article XIV. Bhumi Yoga Workshops, Courses, Events, Teacher Training and Retreats.

1. The current workshop, events, teacher training and retreat schedule can be found on the website. Bhumi Yoga reserves the right to change the schedule at any time. If possible, any changes are announced in advance, by email or newsletter.

2. If a client does not subscribe to our newsletter through going to our website footer sign in form), we are not responsible for them failing to get announcements for events or changes to said events.

3. The price for a workshop, event, teacher training and retreat can be found on the Bhumi Yoga website.

4. Payment for a workshop, course, event or retreat must be paid in full before the start of the event. Registration may be affected by enrolment via the online reservation system.

5. In case of participation in a teacher training or retreat, the deposit must be paid within the indicated time on the registration form or website. Only then, the application is complete, and a reserved spot is secured.

6. The balance needs to be paid no later than the indicated period on the application form, prior to the start date. The client will receive an email or a copy of the agreement from Bhumi Yoga specifying the details agreed upon and deadlines for payment.

8. Payments must be on time or a €25 fee or 10% admin fee (over the outstanding amount) will be billed (whichever is more).

9. Payments for trainings are non-transferable to other courses or people.

10. For some Workshops, Teacher Trainings, Events, and Retreats an “Early Bird Rate” applies. This reduced rate applies until the date specified on the Website or in your confirmation of registration. After this date, the normal rate, which is also specified on the Website, applies without exception.

Article XV. Cancellation for Workshops, Courses & Events

1. Any participation in a scheduled workshop or event may be cancelled only in writing. Cancellations can be done by sending an email to: info@bhumiyoga.nl

2. Upon cancellation of the workshop or course by the client, a cancellation fee is applicable:

1. From moment of booking to 3 months before start date: 10%, with a minimum of €10
2. From 3 months up to 21 days before start date: 50%
3. 20 days or sooner before start date: no refund
4. Bhumi Yoga reserves the right to cancel any workshop, course or event due to insufficient enrollment at any time due to lack of registrations, illness of the teacher, travel issues of the teachers or any other unforeseen circumstances. Notice will be provided with the option to reschedule for a future date or to receive a full refund of registration fees.
5. Bhumi Yoga is not responsible for any expenses (e.g. for travel and accommodation) incurred by the customer if a workshop, course or event is cancelled.

Article XVI. Specific Conditions for Teacher Trainings, Continuing Education and Intensives

1. Bhumi Yoga hosts trainings and continuing education intensives or courses aimed to support the professional development of current yoga teachers.
2. Clients may consider their enrolment confirmed in a Teacher Training Course, that require an application, after they have filled out the application form completely, have received approval or acceptance from Bhumi Yoga to participate in the Training, and have paid the deposit within the required deadline stated. Failure to do any of the above does not allow the client to hold a spot in the course.
3. The Teacher Training has an intensive schedule and curriculum that is physically, mentally, and emotionally demanding. By participating, the client declares that he/she/they is healthy on a medical and mental health level and is ready to fully participate in the demands of the program.
4. Bhumi Yoga reserves the right to ask a client to leave the program if found plagiarizing, if their behaviour is disruptive, inappropriate, negatively impacting other clients' learning, unethical or violations of the Yoga Alliance ethical guidelines. Under such circumstance's client will not be refunded tuition.
5. By participating in a Training, the client declares that he/she/they is aware that it is their own responsibility to take care of their own health and well-being during such training, at all times
6. If client chooses to early cancel participation in a teacher training course, client must send a letter by email to inform Bhumi Yoga (info@bhumiyyoga.nl).

7. The conditions are:

- a) More than 12 weeks before start date, 90% course fee refunded (10% admin fee) or a min. of €100 (whichever is more).
- b) Between 6-12 weeks before start date, 70% course fee refunded.
- c) Within 1-6 weeks before start date, 30% course fee refunded.
- d) Within 1 week or less, or after the start date of the course there are no refunds of money, regardless of circumstances.

8. If a client misses over 10% of training, they risk receiving a non-passing status. Each training has their own standard. Client can make up missed hours by taking private classes covering the missed material..

9. All Bhumi Yoga Teacher Training materials are under copyright protection and cannot be reproduced without the permission of the author. Failure to comply may result in legal action.

10. The current schedule will always be emailed to the participant with confirmation mail. Bhumi Yoga reserves the right to change the schedule at any time.

11. Bhumi Yoga reserves the right to change the planning of a training due to unforeseen circumstances, including public health outbreaks, weather, transportation problems or force majeure. In some circumstances, we may move a live training to an online environment if this allows us to continue the training.

12. Bhumi Yoga reserves the right to cancel Teacher Training if there are insufficient clients. In this case, the fees already paid by the clients will be refunded in full within 21 days of notice.

13. Bhumi Yoga is not responsible for travel fees, or any expenses incurred by you as a result of such cancellation.

14. Paying for the program and completing the training hours alone does not mean the client will pass the program.

15. All our programs are offered in English.

Article XVII. Governing Law and Dispute Settlement

1. The General Terms and Conditions are exclusively governed by Dutch law.

2. Complaints: Should client encounter a problem during any of our services, please inform us by email to info@bhumiyoga.nl . We will endeavour to put things right.

3. Any disputes relating to the General Terms and Conditions, any Membership, yoga coaching, or a Client's attending group and private yoga classes, Workshops, Trainings or Retreats organized by Bhumi Yoga are settled exclusively by 1st choice) a mediator of Bhumi Yoga choice, and if this does not settle the case, a competent court in Groningen or any higher court.

4. Please note that Bhumi Yoga cannot be held responsible for the individual behaviour of any other person, client or group member.