



TERMS AND CONDITIONS

for

JUNGE YOGA

Introduction

JUNGE YOGA (the Organisation) is a for-profit organisation run for the following purpose:

Children's yoga club for under 12s

The Organisation is based at:

Histon
Cambridge
CB24

Purpose of the Policy

This Agreement sets out the Terms and Conditions between you the “consumer” and Jungle Yoga, the “service provider”.

This Agreement is valid at the point of purchase.

This contract sets out:

- your legal rights and responsibilities;
- my legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- ‘I’, ‘me’ or ‘my’ means Laura Leeson trading as Jungle Yoga.
- ‘You’ or ‘your’ means the person buying or using my services and resources.

If you would like to speak to me about any aspect of this contract, please contact me by e-mail at jungle yogakidsclub@gmail.com.



1 Introduction

1.1 If you sign up for my services ('services') you agree to be legally bound by this contract.

1.2 When signing up for my services or using any resources you also agree to be legally bound by:

1.2.1 my privacy policy (available on my website);

1.2.2 extra terms which may add to, or replace, some of this contract, for example any specific written contract between us;

1.2.3 specific terms which apply to my services, for example programme, course or service descriptions which may be set out on the webpage or sales page for that programme, course or service or in email correspondence between us. If you want to see these specific terms, please visit the relevant webpage

All these documents form part of this contract as though set out in full here.

2 Information I give you

2.1 Certain sections of this contract only apply to you and me if you are a 'consumer', that is if you are an individual acting for purposes which are wholly or mainly outside your business or profession. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that I must give you certain key information before a legally binding contract of sale between you and me is made (see the summary box below). I shall give you this information in a clear and understandable way either in this contract or the relevant programme or service description we agree between us.

I shall give you information on:

the main characteristics of the services you are buying

who I am, where I am based and how you can contact me

the price of the services

the arrangements for payment, carrying out the services and the time by which I shall carry out the services



how to exercise your right to cancel the contract in the cooling off period if you are a consumer

my complaint handling policy

3 Signing up for my services

Below, I set out how a legally binding contract to buy services between you and me is made:

3.1 You place your order at the end of the checkout process by clicking on the relevant payment link on my site and by transferring payment to my bank. Please read and check your order carefully before submitting it.

3.2 Any quotation given by me before you place an order for services is not a legally binding offer by me to supply such services.

3.3 When you decide to place an order for services with me, this is when you make a legal offer to buy such services from me.

3.4 I may contact you to say that I do not accept your order, for example if I do not think my services are right for you or there has been a mistake in the pricing or description of the services, or my circumstances have changed since I gave you the quotation for the services.

3.5 I shall only accept your order when I confirm this to you by sending you a confirmation email or start to provide the services, whichever happens earlier. At this point:

(a) a legally binding contract will be in place between you and me, and

(b) I shall start to carry out the services as set out in the programme description on this website or in a services description agreed between us.

4 Carrying out the services

4.1 If you are a consumer you have protection under consumer rights legislation, including that the services must be carried out with reasonable care and skill.

4.2 I shall carry out the services within the time period which is set out in the relevant programme or services description.



4.3 Occasionally carrying out of the services might be affected by events beyond my reasonable control. I shall make reasonable efforts to limit the effect of any of those events. I shall keep you informed of the circumstances and I shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond my reasonable control include illness, pandemics, epidemics, any law or action taken by a government or public authority.

5 Your responsibilities

5.1 You will pay the price for the services in accordance with the programme or services description.

5.2 You will provide me with information and assistance as I reasonably need to provide the services, including but not limited to the Registration Form which needs to be completed and returned to me before your child attends class. You will ensure that any information is complete, up to date and accurate to the best of your knowledge.

5.3 Yoga is not therapy or counselling. I cannot guarantee any specific outcomes or that all clients will achieve the same results.

5.4 Any information I provide to you is not medical advice and is not intended to take the place of seeing licensed health professionals.

5.5 Yoga does not treat mental disorders and is not a substitute for counselling, mental health care or medical treatment of any kind. By entering into this agreement you confirm that you will not use it in place of any form of counselling, therapy or medical treatment.

5.6 If you or your children are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement and undertaking the services you confirm that your healthcare professional is aware of and supports your decision to proceed.

5.7 Physical exercise disclaimer: Physical exercise, in all forms, can be a strenuous physical stress. You are therefore advised to seek the advice of your GP before beginning any physical exercise program. All suggestions and comments I make regarding poses, moves and instruction are not required to be performed by you or your child and are carried out at your election while using the resources.

5.8 You will keep me informed of any changes to your medical health or personal circumstances.



6 Venue and service providers

6.1 Any venue or service provider agrees to comply with all reasonable requests, and to provide access to all pertinent services, facilities, and documents reasonably necessary to provide services under this contract.

6.2 Any Venue shall make public the schedule of classes to be taught, typically with a printed schedule and website.

7 Charges and payment

7.1 The price for the services is set out in the programme or services description.

7.1.1 I require full payment for the services at the point of booking.

7.1.2 Payment is made via my website at www.jungle-yoga.com

7.2 The fees are non-refundable except for:

7.2.1 where I cancel a programme (other than under 11.2 below) you are entitled to a partial refund for sessions which you have paid for in advance and which you have not received.

7.2.2 In all other circumstances I am not able to refund to you any of the payments you have made, and you remain liable for the whole price of the services even where you do not complete your sessions with me, as;

(a) payment is for the programme as a whole, not individual sessions;

(b) This policy is also a reflection of the amount of preparation I need to put into the programme to make it most effective for you and the amount of time I shall dedicate and set aside for preparing for and attending our sessions together.

7.2.3 In view of my clear no-refund policy, I do not tolerate any type of chargeback threat or actual chargeback from your credit or debit card company. In the event that a chargeback is placed on a purchase or I receive a chargeback threat during or after your purchase, I reserve the right to report the incident to credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as non-payment on your account which could have a negative impact on your credit rating.

7.3 My refund policy is as follows:

7.3.1 Where I cancel a programme (other than under 11.2 below) you are entitled to a partial refund or credit for sessions which you have paid for in advance and which you have not received.



7.3.2 I do not offer refunds for sessions that you are unable to attend.

7.3.3 If I need to cancel a session due to events beyond my reasonable control (see 4.3) I will offer credit towards the next terms sessions or a refund for any cancelled sessions.

8 Cooling off period for consumers

8.1 Subject to the other provisions in this clause, if you are a consumer you have the right to cancel this contract within 14 days without giving any reason. You are a consumer if you are an individual acting for purposes which are wholly or mainly outside your business.

8.2 The cancellation period will expire 14 days after the commencement of the contract.

8.3 Any courses, services or materials that have been delivered to you within the 14 day cool off period and which are non-returnable, for example classes that have already been attended, are subject to a charge should you choose to exercise your right to cancel.

8.4 If you purchase and download any digital products you lose your right to cancel your purchase unless the content is faulty.

9 Confidential Information

9.1 For more information on my Privacy Policy, please see my website at www.jungle-yoga.com.

9.2 All information shared by you on a one-to-one basis will be kept strictly confidential, except when releasing such information is required by law and/or where I consider it necessary to do so because of concerns of risk to yourself or others or to assist the prevention or detection of a crime.

9.3 Where you participate in any group sessions, for example as part of a group programme, you agree to keep strictly confidential any information shared by participants in those group sessions and not to share it with any third parties. You will not use the confidential information of any participant of a group session for your own benefit except with the explicit consent of that participant.

9.4 The obligations in clauses 9.1 and 9.2 will not apply to information which:

9.4.1 has ceased to be confidential through no fault of either party;

9.4.2 was already in the possession of the recipient before being disclosed by the other party; or



9.4.3 has been lawfully received from a third party who did not acquire it in confidence.

9.5 Your and my confidentiality obligations under this clause will continue after termination of this agreement.

9.6 You will not use any Confidential Information for profit or for your own benefit in any way.

10 Conduct

10.1 In the unlikely event that there is a problem with the services, please contact me as soon as possible and give me a reasonable opportunity to sort out any problems with you and reach a positive outcome.

10.2 If you are buying services from me nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

10.3 You, the consumer, will ensure you and your child adheres to the following code of conduct:

10.3.1 To arrive on time.

10.3.2 To bring appropriate clothing and refreshments.

10.3.3 To be mindful and respectful of others.

10.3.4 To not use phones or electronic devices during class.

10.3.5 To not attend classes if you have tested positive for COVID-19 or have any other infectious illness.

10.4 I, the service provider, agree to adhere to the following code of conduct:

10.4.1 To treat all clients with equal respect regardless of their age, disability, ethnicity, sexuality, or religion.

10.4.2 To provide safe and effective instruction and a clean, comfortable, and accessible environment for all participants.

10.4.3 To comply with Government guidelines when working with vulnerable clients.

11 End of the contract

11.1 If a programme or services description specifies a length of time for services to be provided, then subject to clause 11.2 below, the services will terminate at the end of that timeframe.



11.2 Either you or I may terminate the services and this agreement immediately if:

11.2.1 the other party commits any material breach of the terms of this agreement and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this contract will be terminated if the breach is not resolved; or

11.2.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

11.2.3 If I decide in my absolute discretion that we are not a good fit for each other, I may terminate this contract immediately on notice, in which case I shall give you a partial refund for any elements of the services which you have paid for in advance and which you have not received.

11.3 If this contract is ended it will not affect my right to receive any money which you owe to me under this contract and it will not operate to affect any provisions that expressly or by implication survive termination.

12 Limit on my responsibility to you

12.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury caused by negligence), I am not legally responsible for any losses that:

(a) were not foreseeable to you and me when the contract was formed which means any losses that might have been sustained by you that would not ordinarily be sustained by a client in your industry ;

(b) that were not caused by any breach of these terms on my part

(c) business losses, including loss of business, business interruption, loss of profits, loss of management time and loss of business opportunity.

12.2 I agree to indemnify and hold Venues, owners and agents harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising from any act or failure of my or my assistants, substitutes, employees or agents. This includes all claims relating to the injury or death of any person or damage to any property.

12.3 Jungle Yoga is responsible for maintaining at all times its own general liability insurance up to £5,000,000 to cover any such claims, and is required by this Agreement to provide evidence to any Venue of the coverage described in this paragraph upon request.



12.4 My total liability to you, the consumer, is limited to the amount of fees paid by you for the services purchased.

13 Disputes

13.1 I shall try to resolve any disputes with you quickly and efficiently.

13.2 If you and I cannot resolve a dispute using my internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

13.3 The laws of England and Wales will apply to this contract.

13.4 In the event of a dispute between us, you and I agree not to engage in any conduct or communications, including on social media, designed to disparage my or your website, products and services.

14 Intellectual property

14.1 If I provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to me and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

15 Entire agreement

These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, assurance or warranty given by or on behalf of me which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16 Third party rights

16.1 No one other than a party to this contract has any right to enforce any term of this contract.