

The Attic Yoga

GENERAL TERMS AND CONDITIONS OF THE ATTIC YOGA

1. Definitions

1. Additional Terms and Conditions: the additional general terms and conditions applicable to the Workshops organized by The Attic Yoga.
2. General Terms and Conditions: The general terms and conditions used by The Attic Yoga, which have been published at the The Attic Yoga's website, www.the-attic.nl.
3. The Attic Yoga has its official seat at Gentsestraat 84a Den Haag and is listed in the Trade Register under number 74189093
4. The Attic Yoga class pass: a 10-class card, or a Mysore 10-class card.
5. Single Class: a single yoga class at The Attic Yoga to be attended and paid for by the Student.
6. Participant: the person who attends or wishes to attend a Workshop.
7. Price: the total price of a Workshop,
8. Private Class: a private yoga class at The Attic Yoga, for which the Student must make an appointment in advance.
9. Subscription: a monthly subscription, for either the regular programme or the Mysore programme, for the minimum length of 3 months.
10. Student: a person who attends and/or wishes to attend private or group yoga classes at The Attic Yoga
11. Website: the website of The Attic Yoga: www.the-attic.nl.
12. Workshop: A yoga workshop given or to be given by The Attic Yoga.

2. Scope of Application

1. The General Terms and Conditions apply to any lesson card, single and private lessons at The Attic Yoga as well as to all Workshops.
2. By participating in a yoga class of The Attic Yoga, the Student agrees to the applicability of these General Terms and Conditions.
3. The Attic Yoga 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 always available at the Website. The Attic Yoga will announce any amendments to the General Terms and Conditions in advance by e-mail.

3. The Attic Yoga Lesson Cards (Class Passes) and subscriptions

The Attic Yoga offers the following possibilities of attending yoga classes at The Attic Yoga.

BY LESSON CARD (Regular Programme or Mysore Programme)

1. The 10 Lesson Card entitles the holder to ten (10) yoga classes,
2. The 10 lesson Card is valid for three (3) months after the date of purchase. The 10 classes must therefore be attended within three months of the date of purchase.

BY MONTHLY SUBSCRIPTION (Regular Programme or Mysore Programme)

1. A subscription (membership) has a minimum length of 3 months
2. A subscription can start only from the first day of a calendar month
3. A subscription can be cancelled by sending an email to info@the-attic.nl one month before the desired end date, but only after the first 3 minimum months have passed.
4. A subscription can be paused for example for a holiday for periods of one or more full months, not for partial months. In order to pause a subscription, an email must be sent to info@the-attic.nl one month before the desired period of pause.

4. Payment and Price Changes

1. All yoga classes organized by The Attic Yoga must be paid for before they are attended. The Attic Yoga does not accept cash payments. Payments must be made via a bank transfer or via the Website.
2. The Attic Yoga reserves the right to change the prices. Any changes are announced in advance by placing statements on the Website, and/or by email. The currently applicable rates are always mentioned on the Website.
3. Before a yoga class, the Student must report to the reception desk or if this person is absent to the teacher of the class he/she wishes to attend. After the The Attic Yoga employee has verified the registration and payment for the relevant yoga class, the Student can attend the class.

5. Reservations for Yoga Classes

1. All classes are available for online booking 7 days in advance.
2. Reservations for classes can only be made online, so not by phone or at the reception.
3. If booking online is no longer possible, you can still come to the studio. We always keep spaces available for walk-ins.
4. You can cancel your booking until 2 hours before the class starts. To do this, go to your account online and cancel the class in your schedule.
5. If you cancel within 2 hours before the class starts, this is a "Late Cancel". You can do that 3 times per month. If you do it more often, we will suspend your privilege to book online for one month.
6. If you have a Lesson Card, this class will be charged from your card.

7. Please be on time, at least 10 minutes before class starts. This will insure 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. The Attic Yoga reserves the right to change the schedule at any time. If possible, any changes are announced in advance by, mentioning them on the Website or by email.
2. The Attic Yoga 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 Card fees.
3. The Attic Yoga is nearly always open but reserves the right to close its doors on public holidays or on other days.

7. Liability

1. Attending yoga classes or Workshops and leaving belongings in the changing rooms are at the Student's own risk. The Attic Yoga accepts no liability whatsoever for physical injury, loss or damage relating to a Student's attending yoga classes or Workshops and leaving belongings in the changing rooms at The Attic Yoga.
2. The Attic Yoga 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 The Attic Yoga, the Student accepts this risk of an injury. The Attic Yoga provides the following guidelines for reducing the risk of an injury:
 1. Always consult a doctor before starting yoga classes if you are not sure that you are completely healthy or if you are pregnant.
 2. If you have an injury or any other physical inconvenience, always inform your yoga teacher about this before starting the yoga class.
 3. Listen to and follow the instructions of the relevant yoga teacher.
 4. Perform the yoga exercises carefully and bear your physical limitations in mind.
 5. Do not perform any yoga exercises that are painful.
 6. Ask questions if you do not understand an exercise.
 7. Avoid inverted poses during menstruation.
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.

8. Personal Data

1. The Attic Yoga collects personal data of the Students to update its membership records, to execute payment orders and for administration and information purposes.

2. The Attic Yoga handles this collection of personal data with due care and complies with the provisions of the Dutch Data Protection Act.
3. The Attic Yoga uses the personal data referred to in Clause 10.1 to inform the Students about activities of The Attic Yoga and any changes in the schedule, for example. If the Student does not want to receive communications from The Attic Yoga, he or she may communicate this to The Attic Yoga by sending an e-mail to info@the-attic.nl. The Student is aware (s)he cannot use all online services and products of The Attic Yoga in that case.
4. The Attic Yoga never gives any personal data of the Students to third parties without their prior written consent.

9. 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, or a Lesson Card or a Student's attending group and private yoga classes or Workshops organized by The Attic Yoga are settled exclusively by the competent court in Den Haag or any higher court.

10. Code of Conduct

1. Students shall adhere to The Attic Yoga's code of conduct at all times:
 1. 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, aromatherapy oils or other scented products, and not to use any spray deodorant in the changing rooms.
 2. Wear clean yoga clothes in yoga classes, in which you can move easily.
 3. The Attic Yoga 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.
 4. Please do not wear shoes in the yoga studios or in the dressing rooms. Leave your shoes at the designated space at the entrance.
 5. The Attic Yoga makes yoga mats available for use during yoga classes. After classes, a yoga mat must always be thoroughly cleaned and put away by the Student who has used it.
 6. To allow everybody to find perfect inner peace, Students are requested not to talk in the yoga studio before, during and after the yoga class and to talk quietly in the other rooms.
 7. The physical and mental integrity of Students must always be respected. Sexual behavior or sexually suggestive behavior is not tolerated by The Attic Yoga.
2. The Attic Yoga reserves the right to deny Students who do not observe the house rules referred to in Clause 11.1 access to the premises of The Attic Yoga and to

terminate the Membership of the relevant Student without a refund of any membership fee paid already.

ADDITIONAL GENERAL TERMS AND CONDITIONS FOR THE WORKSHOPS OF THE ATTIC YOGA

11. Applicability of Additional Terms and Conditions and Definitions

1. Workshops are governed by these Additional Terms and Conditions in addition to the General Terms and Conditions. The General Terms and Conditions form an integral part of these Additional General Terms and Conditions. By participating in a Workshop the relevant Participant accepts the applicability of the General Terms and Conditions and the Additional General Terms and Conditions.

12. Participation in Workshops and Registration Fee

1. A Participant may participate in a Workshop after he or she has registered for it with The Attic Yoga in advance and paid the Price. Registration may be effected by:
 1. The Website, payment with IDEAL or by Credit Card (Visa, mastercard)
 2. Payment with bank transfer.A place in the Workshop is guaranteed only after The Attic Yoga has received payment of the Price.
2. For some Workshops, an "Early Bird Rate" applies. This reduced rate applies until the date specified on the Website. After this date the normal rate, which is also specified on the Website, applies without exception.

13. Payments and Prices

1. The Price for a Workshop can be found on the The Attic Yoga website.
2. Payments for a Workshop must be made before the Workshop is held. Payments can be made by Credit Card (Master of Visa Card), or bank transfer.

14. Cancellation of Workshop Registration

1. Until one (1) month before the scheduled Workshop date, the Participant may cancel his or her registration free of charge.
2. Until seven (7) days before the scheduled Workshop date, the Participant may cancel his or her registration, in which case the registration fee is refunded, less a handling fee of €25.
3. If the Participant cancels his or her registration later than seven (7) days before the scheduled Workshop, the registration fee is not refunded.

15. Workshop Schedule

1. The current Workshop Schedule can always be found on the Website. The Attic Yoga reserves the right to change the schedule at any time. If possible, any changes are announced in advance by putting up posters in the The Attic Yoga rooms, mentioning them on the Website or by email.
2. The Attic Yoga reserves the right to cancel a scheduled Workshop in the event of force majeure (including illness of the relevant teacher). In this case, the registration fee already paid is refunded.

The Hague, May 1st, 2019