

Terms and Conditions

Introduction

Please carefully read the Terms and Conditions provided on our website prior to enrolling. By enrolling as a client of Yoga Den, you expressly agree to the Terms and Conditions outlined on Yoga Den's official website (www.yogaden.nl).

Definitions

1. **Yoga Den:** Refers to Yoga Den B.V., with its registered office at Zeilstraat 34H, 1075SJ, Amsterdam, registered with the Dutch Chamber of Commerce (KvK) under number 82592799.
2. **Studio:** Refers to the physical premises of Yoga Den B.V., located at Zeilstraat 34H, 1075SJ, Amsterdam.
3. **Café:** A café operated by Yoga Den B.V., located within the studio premises at Zeilstraat 34H.
4. **We/Us/Our:** Refers to Yoga Den B.V., including its studio(s) and authorized representatives.
5. **Application Form:** Refers to the digital or physical form that must be completed and signed by prospective participants, customers, or partners prior to attending classes, workshops, retreats, or teacher training sessions.
6. **Class Pack:** Refers to a prepaid package granting the holder access to 10 or 20 yoga classes at Yoga Den.
7. **Subscription/Autopay/Auto-draft:** A recurring monthly membership that entitles the member to attend unlimited yoga classes during the paid period, subject to expiration or cancellation terms.
8. **Single Drop-in/Class:** A one-time yoga class attended and paid for on an ad hoc basis, outside of any subscription or class pack arrangement.
9. **Month Pass:** Memberships granting unlimited access to yoga classes for a fixed period of 3, 6, or 12 months. The pass expires at the end of the specified duration.
10. **Founding Membership:** A promotional membership granting unlimited access to all classes for the duration of Yoga Den's business operations.
11. **Intro Offer:** Promotional packages, such as a free week trial (€0) for seven days

of unlimited access or €45 for three classes, as defined on Yoga Den's website.

12. **Deposit/Application Fee:** A non-refundable payment specified in the Application Form, required to secure participation in retreats or teacher training programs, and payable at least four weeks prior to the start of the event.
13. **Participant:** Any individual attending or intending to attend classes, workshops, retreats, or teacher training programs offered by Yoga Den.
14. **Price:** Refers to the total cost of services or products provided by Yoga Den B.V.
15. **Mindbody:** A backend content management system (CMS) used by Yoga Den for scheduling, payment processing, marketing, and class registration.
16. **Schedule:** The timetable of classes and events published on Yoga Den's website, through the Mindbody system, or via third-party booking platforms.
17. **Class:** Regular yoga sessions offered by Yoga Den as part of its standard schedule, excluding workshops, retreats, events, or teacher training programs.
18. **Workshop:** Specialty yoga classes designed to enhance or complement regular practice, conducted outside the regular schedule.
19. **Retreat:** Programs that combine yoga classes with travel experiences, hosted by Yoga Den independently or in collaboration with third-party partners, domestically or internationally.
20. **Teacher Training:** Training programs offered by Yoga Den to prepare or certify yoga instructors or enhance the skills of yoga practitioners.
21. **Website:** Refers to Yoga Den's official website (www.yogaden.nl).
22. **Teacher/Trainer/Instructor:** Professional yoga instructors employed or contracted by Yoga Den, either exclusively or on a freelance basis.
23. **Gift Card:** A prepaid card issued by Yoga Den, redeemable for services or products in accordance with the terms of each purchase. Lost or voided gift cards are not eligible for replacement unless otherwise agreed with the purchaser.
24. **Promotion Code:** A predefined code that provides discounts for online or in-studio purchases, subject to specific terms and conditions of use.
25. **Photography and Videotaping:** Yoga Den may take photographs or videos of classes and studio spaces for training or marketing purposes. Participants may opt out of inclusion by notifying Yoga Den in advance. As a publicly accessible private space, Yoga Den reserves the right to use images or videos taken within

its premises.

26. **Third-Party:** Refers to external platforms and service providers such as *ClassPass, OneFit, Urban Sports Club, Workit, and Eventbrite*, which facilitate bookings, memberships, or class participation with Yoga Den.
27. **Mat Rental/Mat Service Fee:** A fee of €3 applies for mat rental or cleaning services for third-party bookings if the participant does not bring their own mat.
28. **Free Trial Week:** A promotional offer available to first-time visitors who have never attended Yoga Den studios, including those who have booked through third-party platforms. Eligibility requires proof of local residency, such as address and phone number verification. Yoga Den reserves the right to approve or deny Free Trial registrations at its discretion.
29. **Right to Refuse:** Yoga Den reserves the right to refuse service to any individual, including third-party visitors who misuse promotional offers.
30. **Student Discount:** Discounted memberships available to verified students enrolled in bachelor's or master's degree programs in Amsterdam. Specific conditions apply to these discounted memberships.
31. **YTT Membership:** Free or discounted memberships provided to participants in Yoga Teacher Training or retreats. These memberships are non-transferable, non-refundable, and cannot be paused or extended.
32. **Super-Sale Membership:** Deeply discounted memberships offered during promotional periods (e.g., Black Friday, New Year promotions). These memberships are non-refundable, non-transferable, and cannot be paused or extended.

General

1. All purchases of services (including classes, workshops, and events) are non-refundable, non-transferable, and non-extendable unless explicitly confirmed in writing by Yoga Den.
2. Subject to statutory rights of cancellation, payments for classes, class card fees, monthly subscription fees, and annual memberships are strictly non-refundable unless otherwise explicitly stated in these Terms and Conditions.
3. Each student must create and maintain a unique online account linked to a valid and individual email address. Sharing accounts or email addresses among

friends or family members is strictly prohibited.

4. While every effort is made to ensure classes are held as scheduled, the class timetable is subject to change without prior notice. Participants are advised to regularly check the online schedule for the most up-to-date information. Yoga Den is not liable to refund, transfer, or provide compensation of any kind for classes that are delayed, rescheduled, or canceled unless no reasonable alternative can be offered.
5. Participants are required to arrive at least ten minutes prior to the start of the class.
6. All participants must check in at reception or via the designated system before attending each class.
7. Payment must be completed at the time of booking. No participant will be permitted to attend a class, workshop, or event without payment unless it is a free or donation-based class. Any unpaid classes or membership fees will be back-charged to the participant.
8. Yoga Den assumes no responsibility for the safekeeping of personal belongings. Participants are advised to take appropriate precautions to safeguard their valuables.
9. The studio doors will close 10 minutes after the start of each class. For safety and to minimize disruptions, participants arriving 10 minutes or more after the class begins will not be admitted. Leaving a class early is strongly discouraged unless pre-arranged with the instructor.
10. By enrolling in Yoga Den's classes, participants confirm that they have been examined by a qualified medical professional within the past six months and have been deemed physically fit to participate in yoga classes.
11. It is the sole responsibility of participants to inform Yoga Den instructors of any prior injuries, illnesses, or conditions that may impact their practice.
12. Yoga Den's classes may involve physically strenuous activity. Participants voluntarily attend classes with full knowledge of the inherent risks, including the possibility of personal injury, property loss, or death.
13. Participants agree to follow all instructions provided by Yoga Den instructors. Failure to comply with instructions is at the participant's own risk and may result in injury or other adverse consequences.

14. By attending Yoga Den classes, participants waive their right, as well as that of their heirs, assigns, or legal representatives, to sue or make claims of any kind against Yoga Den or its members for personal injury, property damage/loss, or wrongful death, regardless of whether such outcomes result from negligence or otherwise.
15. Unused portions of class packs or month passes are not eligible for refunds or conversion into credits.
16. Yoga Den reserves the right to refuse entry to any participant deemed inadmissible at its sole discretion.
17. Prices for services may increase periodically to reflect changes in operational costs or added benefits.
18. Prices for packages, subscriptions, or single drop-ins are subject to adjustment without prior notice. Refunds will not be provided for price differences on purchases made prior to price changes.
19. Terms, Conditions, and Fees may be updated at Yoga Den's discretion without prior notification. Participants are encouraged to regularly review the Terms and Conditions for any changes.
20. By booking a class, participants explicitly agree to all Terms and Conditions outlined herein.

Class Bookings & Cancellations

1. If you fail to attend a class or do not cancel your reservation within the designated cancellation period, the full cost of the class will be charged, or the corresponding class credit will be deducted, and your reservation will be forfeited. Any exceptions to this policy will be explicitly stated in the description of the relevant class pack, membership, or class pass at the time of purchase.
2. Cancellations for workshops, private sessions, and events must be made at least 24 hours prior to the scheduled start time. Failure to attend or cancel within this 24-hour period will result in the full charge of the session, and no credit will be issued for future use.
3. Workshops, private sessions, and training programs are strictly non-refundable once purchased.

4. Class credits will be reinstated and made available for future use if the cancellation is made at least two hours prior to the class start time. If there has been a change in pricing, any differences in cost will be settled at the current rate.
5. We kindly request that participants cancel their reservation promptly if they are unable to attend a class or workshop, to allow others the opportunity to take the available spot.
6. Students holding unlimited membership packages will be charged the single drop-in rate for failing to attend a class without prior notice after accumulating three no-shows or late cancellations. Notifications or cancellations must be made in advance of the scheduled class or event to avoid penalties.

Yoga Classes

1. Participants are required to bring their own yoga mat, towel, and water bottle. While Yoga Den provides yoga mats for use within the studio, participants are strongly encouraged to use their personal mats for hygiene purposes, particularly during periods of heightened health concerns such as pandemics. A limited number of yoga mats are available for loan, subject to availability. Yoga props are provided for members, and mat services—including rental, placement, cleaning, and sanitization—are included as part of the membership benefits.
2. Participants booking classes through third-party platforms, such as ClassPass, OneFit, Urban Sports Club, Workit, or Eventbrite, are required to bring their own yoga mat. Alternatively, such participants may use Yoga Den's mat service for a fee of €3, which includes cleaning and sanitization.
3. The use of footwear is strictly prohibited within the yoga studio space to maintain cleanliness and preserve the integrity of the practice environment.
4. The use of cell phones or other mobile devices is not permitted in the yoga studio space to ensure an undisturbed and focused practice environment for all participants.
5. Participants are expected to conduct themselves respectfully towards fellow participants and staff at all times. Yoga Den is committed to maintaining a safe and hygienic environment for all individuals and implements comprehensive hygiene measures to ensure the highest standards of cleanliness and well-being

within the studio.

Class Packs with Set Numbers of Classes

1. Class packs (10, 20 or 50 classes) that remain unused may have their value transferred to an account credit or applied toward a different package, provided that any differences in value are settled at the time of transfer. This is subject to approval by Yoga Den.
2. Unless expressly stated otherwise, a 10-Class Pack will expire six months after its first use, and a 20/50-Class Pack will expire twelve months after its first use. Class packs purchased during promotional periods may have extended or shortened validity, as specified at the time of purchase.
3. Class packs are non-transferable and may not be shared between students.

1/3/6/12-Month Unlimited Pass

1. Unlimited Passes are non-transferable and may not be shared with other individuals after purchase, unless explicitly stated otherwise.
2. A 1-Month Pass (no commitment) expires one month after activation; a 3-Month Pass expires three months (or 92 days) after activation; a 6-Month Pass expires six months (or 183 days) after activation; and a 12-Month Pass expires twelve months (or 365 days) after activation.
3. Unused Unlimited Passes may be converted to account credit or applied toward a different package, provided that any difference in value is paid at the time of transfer and subject to approval by Yoga Den.
4. Unlimited Passes are non-refundable after purchase.

Introductory Offers

1. Introductory Offers include three types: a 7-Day Free Trial, Discounted 1-month Intro Pass, or a 3-Class Pack for out-of-town visitors. Availability of these offers is dependent on the current marketing campaign.
2. Introductory Offers are exclusively available to new clients who have never attended a Yoga Den class, registered in the Mindbody system, including those who previously booked through third-party platforms.
3. Each client is eligible for only one type of Introductory Offer.

4. All promotional offers are non-transferable, non-refundable, and cannot be shared or extended beyond their stated validity.
5. The 7-Day Free Trial requires the purchaser to register with a verified physical address in Amsterdam or Amstelveen. Introductory Offers cannot be paused, refunded for cash, or applied as credit toward future purchases. Yoga Den reserves the right to grant or deny Free Trial registrations at its sole discretion.
6. Clients found to have used an invalid address or purchased multiple Introductory Offers may be suspended, and Yoga Den reserves the right to cancel any additional trials acquired, even if provided free of charge.
7. Introductory Offers are promotional tools intended to evaluate client attendance patterns and encourage the purchase of memberships directly through Yoga Den. They are not to be used solely for temporary access before reverting to third-party platforms.
8. Yoga Den reserves the right to refuse bookings from third-party platforms for clients who have attended Yoga Den studios more than twice with Introductory Offers.

Monthly Membership with 12-Month Commitment (Monthly Draft/Auto-renewal/Monthly Autopay)

1. A Monthly Membership with a 12-month commitment constitutes a binding contractual agreement with Yoga Den. This membership grants unlimited access to classes for 12 months, with monthly payments processed automatically.
2. A Monthly Membership with a 12-month commitment is strictly non-transferable and cannot be shared with others. Each membership permits one reservation per class, with no limit on the number of classes a member may reserve in a day, provided the reservations do not overlap.
3. Membership fees will be charged on the same calendar day each month via the payment method provided at the time of registration.
4. Members with a 12-month commitment are entitled to early booking privileges and priority placement on class waiting lists.
5. Payment methods can be updated or changed via the member's online account or at the studio.
6. Regular memberships (excluding those with student discounts) may be paused

for up to a total of 60 days within a 12-month period. Pause requests must be submitted in writing to **info@yogaden.nl** and will be processed within 48 hours. A €30 processing fee applies for each pause request. During the pause period, auto-payments will be deferred by the corresponding number of days.

7. Cancellation of a Monthly Membership with a 12-month commitment is permitted after the completion of six payments. A written cancellation request must be submitted to **info@yogaden.nl** at least one calendar month in advance. A €100 processing fee applies to cancellations. If a cancellation is requested before completing six payments, the remaining unpaid monthly installments will become immediately due.
8. If an auto-payment fails for any reason, the membership may be paused until the payment is successfully processed.
9. Members are responsible for ensuring sufficient funds are available to cover auto-debit payments. Yoga Den reserves the right to attempt payment at any time to settle any outstanding balance.
10. Yoga Den is not liable for any additional bank fees or charges incurred by the member as a result of declined payments (refund action in the bank app, insufficient bank balance, etc). Such fees are the sole responsibility of the member.
11. Any processing fees incurred due to actions taken by members will be charged to and borne by the member.
12. If two or more consecutive auto-payments fail, Yoga Den reserves the right to terminate the membership.
13. All outstanding balances, including late cancellation fees and no-show fees, must be settled before a membership cancellation is finalized.
14. Yoga Den reserves the right to cancel memberships with prior notice to the member.

Gift Cards

1. Gift cards may be redeemed for classes, workshops, training programs, account credits, or retail purchases at Yoga Den.
2. Gift cards can be purchased electronically via the online communication channels or in-person at the studio.

3. Gift cards are non-refundable once purchased and are not redeemable for cash under any circumstances.

Membership Pause

1. Unlimited Pass memberships with a validity period of six months or longer may be paused.
2. A 6-month Pass membership (excluding student-discounted Passes or Special Sale items) may be paused for a total of 30 days. During the pause period, the membership may not be used for any services.
3. A 12-month Pass membership (excluding student-discounted Passes or Special Sale items) and a 12-month Monthly Autopay Contract (excluding student-discounted Passes) may be paused for a total of 60 days. During the pause period, the membership may not be used for any services.
4. For fixed-term memberships, the pause duration will be added to the membership term, and the expiration date will be adjusted accordingly. For 12-month Monthly Autopay Contracts, the auto-debit date will shift forward, and the membership term will be extended accordingly.
5. Class Packs (10, 20 and 50 classes) and Introductory Offer memberships are not eligible for pauses.
6. A €30 processing fee applies for each pause request beyond the first pause, which is free for Regular Pricing memberships. The free pause policy does not apply to student-discounted Passes or Special Sale Discount Passes.
7. A 6-month Pass memberships purchased with a student discount may be paused for a maximum of 15 days.
8. A 12-month Pass memberships purchased with a student discount may be paused for a maximum of 30 days.
9. A 6-month Pass memberships purchased during Special Sales (e.g., “6+1 Month Pass”) may be paused for a maximum of 15 days.
10. A 12-month Pass memberships purchased during Special Sales (e.g., “12+2 Month Pass”) may be paused for a maximum of 30 days.
11. Super-Sale memberships with discounts exceeding 20% off regular pricing cannot be paused. These memberships are activated on the sales date or immediately after the expiration of any current memberships.

Adjustment of Pricing

1. Yoga Den reserves the right to adjust the pricing of services, products, or related offerings. Purchases made before the date of a price adjustment will be honored at the original pricing.
2. Upon renewal, contracts will reflect the most current pricing if a new pricing structure has been implemented. Payment plans agreed to before renewal will remain unaffected until the contract's term expires.

Applicable Law and Dispute Resolution

1. These Terms and Conditions are exclusively governed by Dutch law.
2. Any disputes arising from these Terms and Conditions, or participation in any class, workshop, retreat, or teacher training, shall be resolved exclusively by a certified mediator in Amsterdam, Netherlands.

Liability and Health

1. Participation in classes, workshops, retreats, teacher training, or other services offered by Yoga Den involves physical activity, including yoga movements, relaxation techniques, and stress management practices. Participants acknowledge these activities carry inherent risks.
2. If participants experience discomfort or strain during any activity, they should immediately stop and inform the instructor or staff. Asana (yoga postures) are designed to be comfortably held, and participants should listen to their bodies to avoid injuries.
3. Yoga Den emphasizes that yoga is not a substitute for medical attention, examination, diagnosis, or treatment. Certain medical conditions may make yoga unsafe, and participants are advised to consult a physician before commencing any yoga practice.
4. Yoga Den reserves the right to request medical clearance or other information to ensure participant safety before allowing participation in studio or online classes.
5. Yoga Den fully complies with government regulations regarding health and safety, including COVID-19 requirements. Participants may be required to

present proof of compliance with government health regulations, such as a Corona pass.

Complaint and Dispute Resolution

1. Yoga Den strives to create an optimal environment for yoga practice and a welcoming community for members and customers. Complaints or dissatisfaction will be taken seriously to ensure continuous improvement of services and products.
2. Participants are encouraged to address concerns directly with the individual involved. Open communication between members and staff is key to resolving issues effectively.
3. If a satisfactory resolution is not reached, participants may escalate their complaint to the studio manager or Member Care Team by submitting a written complaint or requesting an in-person meeting. Providing detailed descriptions and evidence will help resolve issues promptly.
4. Complaints will be handled confidentially and retained in Yoga Den's records for three (3) years. Yoga Den will respond to complaints within 10 days and strive to resolve them within three (3) weeks. If unresolved, a third-party service provider may be involved to mediate.
5. Yoga Den welcomes constructive feedback and values member input as a means of building a strong and connected community.

These **General Terms and Conditions** are subject to modification or amendment. Participants are encouraged to review these Terms and Conditions periodically to stay informed of any changes.

For any inquiries or clarifications, please contact Yoga Den via email at info@yogaden.nl or speak directly with studio staff.

Effective Date: November 1, 2024.