

## Consumer services terms and conditions:

### Our terms

#### 1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply services to you.

1.2 Why you should read them. Please read these terms carefully. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any clarifications, please contact us to discuss.

#### 2. Information about us and how to contact us

2.1 Who we are. We are Tonic Yoga, registered company name Yogabellies Biggleswade and surrounding areas Ltd. Our address is 17a High Street, Sutton, Bedfordshire, SG19 2NE

2.2 How to contact us. You can contact us by telephoning our consumer service team at 07730451759 or by writing to us at [info@tonicyoga.co.uk](mailto:info@tonicyoga.co.uk)

2.3 How we may contact you. If we have to contact you we will do so by telephone or text or message or in writing to you at the telephone number, email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes text messages or emails

#### 3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we tell you that we are able to provide you with the services, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for, our services are oversubscribed or because we have identified an error in the price or description of the services.

3.3 We only sell to the UK. Our website is solely for the promotion of our services supplied from the UK.

#### 4. Your rights to make changes

4.1 Our event tickets and retreat deposits are non refundable and non exchangeable meaning you cannot swap your ticket/deposit with another person or for another date. Balance on retreats are due 6 weeks before the event. Once the balance has been paid it is non refundable unless the event is cancelled by the organiser.

## 5. Our rights to make changes

5.1 Minor changes to the services. We may change the services: (a) to reflect changes in relevant laws and regulatory requirements. (b) to implement minor technical adjustments and improvements within our business.

5.2 More significant changes to the services and these terms. In addition, as we informed you in the description of the services on our website, we may make the following changes to the services, but if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect: (a) Change of date (b) Change of time (c) Change of teacher to cover holidays / illness

## 6. Providing the services

6.1 When we will provide the services. We will supply the services to you for the time period set out in the order. The estimated completion date for the services is as told to you during the order process. OR until either you end the contract for the services as described in clause 7 or we end the contract by written notice to you as described in clause 8.

6.2 We are not responsible for delays outside our control. If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

6.3 If you do not allow us access to provide services. If you have asked us to provide the services to you at your property and you do not allow us access to your property as arranged we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 7.3 will apply.

6.4 What will happen if you do not provide required information to us. As we informed you in the description of the services, we will need certain information from you so that we can provide the services to you, for example, details or any existing injuries or conditions. You will need to provide that information at the outset, when placing your order. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this

is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 Reasons we may suspend the services. We may have to suspend the services to: (a) deal with technical problems or make minor technical changes; (b) update the services to reflect changes in relevant laws and regulatory requirements; (c) make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 Your rights if we suspend the services. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for services not provided to you.

6.7 We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 10.3) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.4).

7. Your rights to end the contract 7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are: (a) we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.2); (b) we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed; (c) there is a risk the services may be significantly delayed because of events outside our control; (d) we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 30 days; or (e) you have a legal right to end the contract because of something we have done wrong. 7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you £25 as compensation for the net costs we will incur as a result of your ending the contract.

## 8. Our rights to end the contract

8.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:  
(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due; (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, for example, details or any existing injuries or conditions; (c) you do not, within a reasonable time, give us access to your property to enable us to provide the services to you; or

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you £25 as compensation for the net costs we will incur as a result of your breaking the contract.

8.3 We may stop providing the services. We may write to you to let you know that we are going to stop providing the services. We will let you know at least 30 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

## 9. If there is a problem with the services

9.1 How to tell us about problems. If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at 07730451759 1 or by writing to us at [tonicyoga.co.uk](mailto:tonicyoga.co.uk).

9.2 Summary of your legal rights. See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights. Summary of your key legal rights  
This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.  
The Consumer Rights Act 2015 says: • you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. • if you haven't agreed a price beforehand, what you're asked to pay must be reasonable. • if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

9.3 Our guarantee in addition to your legal rights. We offer the following goodwill guarantee which is in addition to your legal rights (as described in clause 9.2) and does not affect them. In the unlikely event there is any defect with the services: (a) if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services. (b) in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can and, in any event, within 30 days. If we fail to remedy the defect by this deadline we will refund the price you have paid for the services.

9.4 Transferring our guarantee. You may transfer our guarantee at clause 9.3 to a person who has acquired any item or property in respect of which we have provided the services. We may

require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant service

## 10. Price and payment

10.1 Where to find the price for the services. The price of the services will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We take all reasonable care to ensure that the prices of services advised to you are correct. However please see clause 10.2 for what happens if we discover an error in the price of the services you order.

10.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated we will contact you for your instructions before we accept your order.

10.3 When you must pay and how you must pay. You must pay for each class, workshop or retreat in advance. We accept payment with [PayPal, Bank Transfer or Cash].

10.4 We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause 10.3) we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of Lloyds from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

10.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. Our responsibility for loss or damage suffered by you 11.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

11.2 We are not liable for business losses. We only supply the services for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. How we may use your personal information



12.1 How we will use your personal information. We will use the personal information you provide to us to: (a) provide the services; (b) process your payment for such services; and (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

13. Other important terms 13.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 of us telling you about it and we will refund you any payments you have made in advance for services not provided.

13.2 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

13.5 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can only bring legal proceedings in a court in England or Wales

#### Waiver of Liability

I agree that I am voluntarily participating in a yoga class, retreat or workshop run by Tonic Yoga. I understand that the class may be physically strenuous and cause physical injury. I voluntarily participate with the full awareness of the risks and hazards involved. I represent and warrant that I am physically fit and have no medical condition that would prevent my full participation and agree to assume full responsibility for any risks, injuries or damages, known or unknown, which might incur as a result of participating in the class or retreat.

I agree that neither my heirs, assigns or representatives will sue or make any claims of any kind whatsoever against Tonic Yoga for any personal injury, property loss or damages or wrongful death whether caused by negligence or otherwise.

I understand that I may receive physical or verbal assists or adjustments to assist or enhance my body posture during classes. I will take accountability for alerting the teacher of any injury or impairment in advance before the class begins or if I do not want to receive any assists.

I understand that in exceptional circumstances the timetable may be altered at short notice, Tonic Yoga reserves the right to make such changes.

I understand that photos and videos may be taken of the class and used by Tonic Yoga in their promotional materials online and offline. By entering into this agreement I agree it is my responsibility to make myself known should I not wish to be photographed or filmed.

If you are attending a class, event or retreat you accept full responsibility for your own belongings. Tonic Yoga does not accept responsibility for any lost, damaged or stolen items.

