



## TERMS & CONDITIONS

### GENERAL TERMS AND CONDITIONS

Below are the General Terms and Conditions used by Jane Bakx Yoga, which are published on the Jane Bakx Yoga website, [www.janebakxyoga.com](http://www.janebakxyoga.com). These General Terms and Conditions can also be downloaded as a pdf (5 pages) from the website at any time.

#### 1. INTRODUCTION

These General Terms and Conditions ("Agreement") apply to the Services (Yoga workshops, masterclasses, courses, lessons, holidays, trainings and retreats) provided by Jane Bakx Yoga ("Provider"), with a registered address at Kaya Grandi 92, apt. 8, Kralendijk, Bonaire, Dutch Caribbean. The Provider operates under the Chamber of Commerce on Bonaire with registration number 10460. This Agreement outlines the General Terms and Conditions that apply to all clients or participants ("Client") who engage in Services provided by the Provider.

#### 2. DEFINITION OF TERMS

- Provider: Jane Bakx Yoga, the entity offering the services, with a registered address at Kaya Grandi 92, apt. 8, Kralendijk, Bonaire, Dutch Caribbean, and registered under the Chamber of Commerce on Bonaire with registration number 10460.
- Client: The individual who engages in services provided by Jane Bakx Yoga or who participates in an Event organized by Jane Bakx Yoga.
- Agreement: These terms and conditions that govern the services provided by Jane Bakx Yoga.
- Services: Yoga workshops, masterclasses, courses, lessons, holidays, trainings and retreats organized by Jane Bakx Yoga. These services may be in person or online.
- Event: Any specific workshop, masterclass, course, lesson, holiday, training, or retreat organized by Jane Bakx Yoga. This Event may be in person or online.
- Registration Form: The form used to register for an Event organized by Jane Bakx Yoga. Completion of the form and payment of the required deposit or full amount constitute an agreement between the Provider and the Client.
- Deposit: The amount required to secure a booking for a Service or Event when made more than 30 days before the Service or Event's start date.
- Price: The total cost of the Service or Event, including the deposit.
- Website: The website of Jane Bakx Yoga: [www.janebakxyoga.com](http://www.janebakxyoga.com)

#### 3. APPLICABILITY

3.1 The General Terms and Conditions apply to all Services, including Events, such as Yoga workshops, masterclasses, courses, lessons, holidays, trainings, and retreats. In case of sending an inquiry or booking request for a Service or Event, the participant agrees to these General Terms and Conditions and the payment conditions of the respective Service or Event.

3.2 The Provider may change these General Terms and Conditions from time to time. The most recent version of the General Terms and Conditions is always the valid version and is always available on the Website.

#### 4. PARTICIPATION IN A SERVICE OR EVENT AND REGISTRATION FEE

4.1 A Client may participate in a Service or Event after registering in advance with the Provider and paying the deposit. However, actual participation in the Service or Event is only confirmed upon payment of the full amount before the start of the Service or Event. Registration can be done via the Website or by email to [jane@janebakxyoga.com](mailto:jane@janebakxyoga.com).

4.2 The reservation of participation in the Service or Event is confirmed and guaranteed upon receipt of payment (either the deposit or the full price) by the Provider, and the Provider further solidifies the booking by sending a personal confirmation email to the Participant.

4.3 For some Services or Events, an early booking discount or special offer may apply. This reduced rate is valid until the date stated on the Website. After the early booking discount date or the end of the campaign period, the normal rate, also mentioned on the Website, applies without exception.

## 5. PAYMENT

5.1 Participation in a Service or Event must be paid prior to the activity to be followed. Payment can be made via a direct bank transfer to the bank account of the Provider or through the other payment systems that are used by the Provider.

5.2 When participating in a Service or Event, the Deposit must be paid no later than 14 days after booking confirmation. The remaining amount of the Price must be paid no later than 30 days before the start of the planned Service or Event.

5.3 For bookings made less than 30 days before the start of the Service or Event, the full amount of the price must be paid within 5 days after booking confirmation. However, if it is less than 10 days before the start of the Service or Event, payment must be done within 48 hours.

5.4 In case the payment is overdue, the Provider has the right to cancel the booking. However, this does not release the participant from their payment obligation.

## 6. CANCELLATION OF SERVICE OR EVENT (EXCLUDING MASTERCLASS OR WORKSHOP)

Clients can cancel their reservation for the Service or Event free of charge up to 14 days after receiving the booking confirmation email from the Provider. However, if the Service or Event is scheduled to take place within 70 days from the booking confirmation, the following cancellation agreements apply:

6.1 All cancellation requests for participation in a planned Service or Event must be submitted via email to [jane@janebakxyoga.com](mailto:jane@janebakxyoga.com).

6.2 Cancellation between 70 days and 35 days before the start of a Service or Event: The Client will be required to pay 75% of the Price.

6.3 Cancellation between 35 days before the start and the actual start of the Service or Event: The Client will be required to pay 100% of the Price.

6.4 If a Client is unable to attend a Service or Event, they have the option to transfer their reservation to another person free of charge.

6.5 In the case that the Provider cancels a Service or Event for valid reasons such as insufficient participants, illness of a team member, or force majeure, the Client will be offered an alternative Service or Event of equal value (via a new contract) or the Price already paid (possibly only the deposit) will be refunded by the Provider. Clients will be notified of this cancellation at least 15 days before the scheduled start of the Service or Event. Please note that any costs incurred by the Client, such as purchasing yoga materials or booking flights, are the sole responsibility of the Client. The Provider shall not be liable for any reimbursement or compensation for such costs, even in the event of the Provider's cancellation of the Service or Event.

6.6 Participation in the program during the Service or Event is voluntary. Clients are free to refrain from participating in the program. Please note that no refunds will be provided for any portion of the Service or Event that has already commenced.

6.7 Once the Service or Event has started, withdrawal from participation in the program or a part thereof does not entitle the Client to a refund of the Deposit and/or Price already paid, and the Client does not have the right to a substitute activity. Please note that no refunds will be provided for any portion of the Service or Event that has already commenced.

## 7. CANCELLATION OF MASTERCLASS OR WORKSHOP

7.1 Up to 14 days before the scheduled date of the Masterclass or Workshop, the Client can cancel the registration free of charge. A cancellation request for participation in a planned Masterclass or Workshop must be submitted via email to [jane@janebakxyoga.com](mailto:jane@janebakxyoga.com).

7.2 Up to 7 days before the scheduled date of the Masterclass or Workshop, the Client can cancel their registration, and the registration fee will be refunded with a deduction of €15 / \$15 administration costs.

7.3 If the Client cancels their registration within 7 days before the scheduled date of the Masterclass or Workshop The Client will be required to pay 100% of the Price.

7.4 Jane Bakx Yoga reserves the right to cancel a Masterclass or Workshop for valid reasons, including insufficient participants, illness of the teacher or force majeure. In such cases, the Price already paid by the Client will be refunded.

## 8. COVID AND CANCELLATION

Special COVID-19 cancellation policies apply: If the Service or Event cannot take place due to COVID-19 regulations, Clients will be offered the following options:

1. Reschedule for another date, subject to availability.
2. For courses that exist in an online format, the Client may choose to take the course online.
3. Book another Service or Event of equal value, subject to availability.
4. Accept a voucher that can be used towards future Services or Events.

If the Client does not wish to utilize any of the provided options, a refund will be issued, excluding the deposit amount.

## 9. PROGRAM AND LOCATION OF SERVICES OR EVENTS

9.1 The program of the Services or Events can be found on the Provider's Website. The Provider reserves the right to make changes to the program at any time. Any modifications will be communicated in advance through a notification on the Website and/or by email to the Client.

9.2 The location of the Services or Events will be specified on the website. The Provider reserves the right to change the location if necessary. In such cases, the Services or Events will be held in a similar location within the same region, offering comparable facilities. Any changes will be communicated in advance through a notification on the Website and/or by email to the Client.

## 10. ASSUMPTION OF RISK & LIABILITY

10.1 Participation in the Services or Events is at the Client's own risk. The Provider accepts no liability for any bodily injury, damage or loss of property related to the activities associated with the Services or Events.

10.2 The Provider is a certified Yoga teacher and also works with other certified Yoga teachers. However, there is always a risk of sustaining an injury during a yoga practice and/or other activities during the Services or Events. By participating in the Services or Events, the Client acknowledges and assumes this inherent risk.

The Provider provides the following guidelines for the Client to minimize the risk of injury:

- If you have any injuries, physical discomfort or are pregnant, it is advisable to consult with a doctor or specialist before engaging in any activities associated with the Services or Events.
- Always inform the Provider and/or the Provider's team about any injuries, physical discomfort or pregnancy before participating in the activities associated with the Services or Events.
- Follow the instructions of the Provider and/or supervising staff at the Provider's organization.
- Review the activities associated with the Services or Events and be mindful of your physical limitations.
- Avoid performing any activities associated with the Services or Events that cause you pain.
- Feel free to ask questions if you need clarification on any activity related to the Services or Events.

## 11. MEDICAL DISCLAIMER

11.1 The activities associated with the Services or Events, including yoga and meditation sessions, training courses and hikes, offered by the Provider are intended as leisure activities and should not replace medically necessary treatments or therapies of the Client. It is always advisable for the Client to consult with a qualified specialist regarding any physical and/or psychological complaints the Client might have.

11.2 Prior to participating in the activities associated with the Services or Events, the Client should always inform the Provider and/or supervisor at the Provider's organization about any physical complaints the Client may have. The Provider and/or supervisor may be able to make adjustments to the program or provide individual exercises accordingly for the Client. It is important for the Client to listen to his/her body and take physical complaints seriously. Participation is always at the Client's own risk.

11.3 By participating in the activities associated with the Services or Events, the Client declares that the Client waives any claims against the Provider and its staff for any injuries or damages that may occur as a result of participation in the Services or Events.

## 12. HEALTH STATEMENT

12.1 Upon registration, the Client is required to disclose any physical and/or psychological complaints and the use of medication. Any physical and/or psychological complaints of the Client that arise after booking the Services or Events must be immediately reported to the Provider.

12.2 Failure of the Client to provide accurate and complete information may result in exclusion from further participation in the Services or Events. In such cases, any resulting costs will be the responsibility of the Client. No refunds will be provided for any portion of the Service or Event that has already commenced.

12.3 The Provider may request the Client to complete a questionnaire or arrange a brief telephone interview to inquire about any physical and/or psychological complaints. Based on this information, the Provider may decide to exclude the Client with severe physical and/or psychological complaints from participating in the Services or Events. The activities offered during the Services or Events are intended as leisure activities and should not replace medically necessary treatments or therapy of the Client.

## 13. PERSONAL DATA

13.1 The Provider collects personal data from the Client for its own customer base, payment processing and application administration. The Provider handles the collection of personal data with care and complies with the provisions of the Privacy Law.

13.2 The personal data collected in accordance with section 13.1 is also used by the Provider to inform the Client about future activities and any changes to the program or location. If a Client no longer wishes to receive communication from the Provider, they can communicate this in writing via email to [jane@janebakxyoga.com](mailto:jane@janebakxyoga.com). Please note that in such cases, access to all information, services and products provided by the Provider may be restricted.

13.3 The Provider never transfers any personal data of the Client to third parties without obtaining prior written permission.

## 14. CLIENT BEHAVIOR

14.1 The Client is expected to behave respectfully towards the Provider, the Provider's team and other Clients during a Service or Event. Misconduct, including the use of drugs or excessive drinking, aggressive behavior, unwanted advances, vandalism or theft, may result in exclusion from further participation in the Service or Event. No refunds will be provided to the Client for any portion of the Service or Event that has already commenced.

## 15. DAMAGE

15.1 Any costs incurred as a result of damage to the venue or materials at the venue of a Service or Event, as well as damage to the materials of the Provider, are the responsibility of the person who caused the damage.

## 16. APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 These General Terms and Conditions are governed by the Law of BES (Bonaire, Sint Eustatius and Saba).

16.2 Complaints must be communicated by the Client in writing and substantiated to the Provider via email to [jane@janebakxyoga.com](mailto:jane@janebakxyoga.com), within 30 days after the Services or Events have taken place. The Client will receive a response within 14 days.

16.3 Any disputes arising from these General Terms and Conditions or related to the Services or Events will be resolved exclusively through recognized mediation if the Provider chooses to pursue this method of resolution.