

Samsara Yoga

Terms and conditions

Waiver and release

1. Member fully understands that he/she is engaging in physical exercises, including the use of exercises facilities and instructions by the instructor, which may cause injury to him/her. He/She here agrees that he/she is voluntarily participating in these exercises and that he/she is assuming all risks of injury to him/her on account of these activities. It is further agreed that the instructor will not perform any evaluation of member's physical condition to which can help to identify risk factors contradicting physical exercise prior to his/her starting or continuing exercise activity.
2. Member hereby warrants, represents and agrees that he/she has no physical disabilities, impairment, or ailment preventing him/her from engaging in any exercise activity, or that will be detrimental to his/her health, safety, comfort or physical condition, or that of others. Member is advised to consult a physician regarding his/her ability to participate in physical activities.
3. Member hereby agrees to waive all claims or rights he/she might otherwise have against the instructor including the right to sue the instructor or the company; for any injuries or claims aforesaid.
4. Member has carefully read these terms and conditions and fully understands this is a release of any and all future claims against the instructor or the company for any injuries or risk of injury resulting from activities while attending the classes.
5. Member further agrees to release the company, the facilities or the instructor from any liability for any loss or theft of personal properties.
6. The respective right and obligations of membership are set forth herein and in the Membership Rules guidelines below. By signing this Agreement, the member acknowledges his/her understanding and acceptance of the rights and obligations. Birth Story reserves the right to amend its rules and guidelines from time to time and where appropriate. Member shall ask the owner of Birth Story for clarification of any question or concerns prior to signing this agreement.

Description of membership

7. Member shall pay the fees of their class or packages before the start of each block of lessons.
8. All fees are non-refundable once the student has been enrolled. No refund will be provided for students not using the total purchased number of sessions.
9. Member acknowledges that he/she has reviewed and read the terms and conditions set forth herein and accepts this Agreement as a legally binding contract, and all the rights and obligations set forth herein will be in force from the date of signing this Agreement and he/she has the legal age and capacity and is wilfully entering into this Agreement.
10. The package session shall expire at the end of the period stated on the membership details. Any sessions not used by the expiry date may not be used or redeemed.

Termination by Samsara Yoga

11. Samsara Yoga may terminate this agreement without notice and with immediate effect if his/her conduct is such that in reasonable opinion of Samsara Yoga it may be injurious to the character or interest of Samsara Yoga or to other users of Samsara Yoga or if he/she is in breach of terms and conditions as from time to time are in force. All decisions of Samsara Yoga under this clause are final and binding.
12. Samsara Yoga shall be entitled to terminate this agreement if he/she fails to pay the fees. Such termination shall not affect the right of Samsara Yoga to recover the unpaid fees and interests and related costs and all expenses.
13. Samsara Yoga shall be entitled to recover from you all costs and expenses incurred in connection with the recovery of unpaid fees and interests and other losses or damages caused by you on an indemnity basis.
14. Samsara Yoga may terminate this agreement without notice and without cause and with immediate effect, and Samsara Yoga shall refund him/her the remaining membership fee on a pro-rata basis within 30 days.

Termination by the member

15. If by reason of death or permanent disability, the member is prevented from using a significant portion of the classes he/she enrolled, he/she shall be relieved from the obligation of making payment for services other than those received prior to the onset of the disability or time of death. If services not yet received were prepaid, the pro-rata amount will be refunded within 30 days. A copy of death certificate must be submitted to Samsara Yoga within 7 days.
16. The definition of permanent disability is a physician documents a condition of non-temporary nature, which preclude member from attending the classes for the remainder of the term of the membership in writing.
17. Any request for termination/cancellation by the member must be in writing and be submitted to Samsara Yoga. This is the only manner by which termination/cancellation of this membership will be granted, subject to the terms and conditions set forth above.

Non-transferability of membership

18. Membership cannot be transferred, sold or assigned to any one.
19. Member also cannot loan or sell or assign his membership card to any one else.
20. Private classes, workshops and special events may not be transferred or assigned to any one else.

Suspension of membership

21. Membership can be suspended only in case of pregnancy or injuries, which render him/her unable to engage in or any comparable exercise, which has to be supported by a proof from a certified physician to be submitted.

Rules and regulations

22. Member agrees to keep and obey all the rules and regulations now in force or in the future prescribed by Samsara Yoga for the use of the facilities and equipment. Samsara Yoga reserves the right to revoke or suspend this membership, if member is in breach of the rules and regulations. Payment obligations of the member continue in the event of the membership being suspended due to member's negligence of following rules and regulations.
23. Members must register by phone, email or on www.yoga-samsara.com. Class participation is limited by registration and the quantity and layout of the facilities used. Booking can be made in advance and are subject to change by Samsara Yoga.
24. In the event a member is not able to attend his/her class, he/she is required to give a 4h prior notice of cancellation. Samsara Yoga reserves the right to charge a no-show fee of GBP5 in case the member does not give notice of cancellation for any class he/she has made prior booking.
25. Should a student need to miss a class (due to illness or travel), 1 make-up class per package will be offered.
26. If any sessions are cancelled by Samsara Yoga, make-up sessions will be offered for the cancelled classes.
27. The member who wilfully or neglectfully causes such damage shall pay damage to the facilities. Member is also responsible for damage caused by dependant children or guest accompanying him/her.
28. Members agree to conduct himself/herself in a quiet and well-mannered when in class to avoid causing disturbance to other members and guests.

Governing law

29. This agreement is governed by the laws of the United Kingdom: This agreement constitutes the entire and exclusive agreement between the parties. Any promises, representations, understanding and/or agreements pertaining directly or indirectly to this agreement, which is not contained herein, are hereby waived. If any particular provision of this agreement is invalid, the same shall not affect the other provisions hereof.

Disclaimer of liability

30. The use of facilities where classes are taught naturally involves the risk of injury to a member him/herself or other members or guests, whether caused by member or someone else. The member understands and voluntarily accepts the risk. The member warrants and represents that he/she has consulted with his/her licensed General Practitioner prior to beginning any exercise program. The member agrees that Samsara Yoga will not be liable for any injury including, without limitation, personal, bodily, or mental injuries, economic loss or any damage to the member, or his/her relatives resulting from the acts of anyone using the facilities or acts of Samsara Yoga's instructor. The member agrees to bear all responsibilities for all liabilities or damages arising from any injury, including, without limitation, bodily or mental injury, economic loss or any damage to another member caused by a deliberate or negligent action of the member him/herself. If any

claim is made by anyone based on any injury, loss or damage described here, which involves the member or his/her guest, the member agrees to (i) defend Samsara Yoga against such claims and pay Samsara Yoga for all expenses, including legal fees relating to the claim and (ii) indemnify Samsara Yoga for all liabilities to the member and his/her spouse, unborn child, relatives or anyone else resulting from such claims.

31. Samsara Yoga is not responsible for keeping any items lost or stolen on the facilities used for any reason whatsoever. Member is responsible for safekeeping their belongings on the premises and agrees to release birth Story from any liability for any loss or theft of personal property.