

TERMS AND CONDITIONS DELIGHT YOGA

1. Definitions

- 1.1 Conditions: these terms and conditions of Delight Yoga, which have been published on Delight Yoga's website www.delightyoga.nl. These terms and conditions can also be downloaded at http://www.delightyoga.nl/pdf/Terms&Conditions_Delight_Yoga.pdf.
- 1.2 Delight Card: a 10-classes card, as referred to in clause 3.6.
- 1.3 Delight Pass: a membership card that is strictly personal and non-transferable, which will be provided or has been provided, as the case may be, to a Student by Delight Yoga.
- 1.4 Delight Yoga: Delight Yoga is situated in (1017 RW) Amsterdam, at Weteringschans 53, and has been registered with the trade register (handelsregister) under number 34171596. Delight Yoga is part of Delight Works B.V.
- 1.5 Membership: a membership to be offered, or offered, as the case may be, by Delight Yoga, and to be paid, or paid, as the case may be, by the Student, in order to take yoga classes at Delight Yoga.
- 1.6 Private Card: a 5-private-classes card, as referred to in clause 3.7.
- 1.7 Private Class: a private yoga class at Delight Yoga, for which the Student has to make an appointment in advance, as further described in clause 3.7.
- 1.8 Single Class: a one-time drop-in class at Delight Yoga to be paid by a Student, other than through a Membership, also referred to as "Delight Guest".
- 1.9 Student: one who wishes to take, or is taking, as the case may be, (a) (private) yoga clas(ses) at Delight Yoga.
- 1.10 Website: the website of Delight Yoga: www.delightyoga.nl

2. Applicability

- 2.1 These Conditions are exclusively applicable to all Memberships, and, to the extent applicable, to the Delight Card, Private Card, Single and Private Classes at Delight Yoga. By taking a yoga class at Delight Yoga, the Student agrees with the applicability of these Conditions.
- 2.2 Delight Yoga may change these Conditions from time to time. The current and valid version is always provided at the Website. Delight Yoga will announce possible changes previously, by e-mail.

3. Membership, Delight Card, Private Card and Delight Pass

- 3.1 Students can take yoga classes on the basis of a Membership, a Delight Card or a Private Card. Single Classes are also available at € 12,50 per class.
- 3.2 At the moment the Student pays the membership fee due to Delight Yoga, and Delight Yoga issues the Delight Pass to the Student, a Membership is established.
- 3.3 Delight Yoga offers the following Memberships, at the choice of the Student:

DELIGHT SUMMER TIME MEMBERSHIP

3 yoga classes per week

Price: €70,- per month

Duration: 3 months

Inclusive: 25% discount on all workshops at Delight Yoga

This membership is available from May 1st, 2011 until July 1st, 2011.

DELIGHT 6-MONTHS MEMBERSHIP

2 yoga classes per week

Price: € 72,50 per month

Duration: 6 months

Inclusive: 5% discount on all workshops at Delight Yoga

DELIGHT 3-MONTHS MEMBERSHIP

2 yoga classes per week

Price: € 80,- per month

Duration: 3 months

Inclusive: 5% discount on all workshops at Delight Yoga

DELIGHT UNLIMITED 6-MONTHS MEMBERSHIP

Unlimited yoga classes

Price: € 110,- per month

Duration: 6 months

Inclusive: 10% discount on all workshops at Delight Yoga

DELIGHT UNLIMITED 3-MONTHS MEMBERSHIP

Unlimited yoga classes

Price: € 120,- per month

Duration: 6 months

Inclusive: 10% discount on all workshops at Delight Yoga

PRIVATE MEMBERSHIP 60'

1 private yoga class per week, 60 minutes

Price: € 225 per month

Duration: 3 months

Includes: 10% discount on all workshops

PRIVATE MEMBERSHIP 90'

1 private yoga class per week, 90 minutes

Price: € 325 per month

Duration: 3 months

Includes: 10% discount on all workshops

All prices are including VAT (BTW).

- 3.4 On presentation of an official student card or OV-studenten kaart, Delight Yoga offers a 10% discount on all prices for (private) yoga classes at Delight Yoga.
- 3.5 The Delight Pass has to be shown to Delight Yoga prior to taking a yoga class. The Delight Pass is and will remain the property of Delight Yoga. Upon loss of the Delight Pass, the student can request a new Delight Pass by paying a € 5,- fee.
- 3.6 Delight Yoga also offers the Delight Card, besides a Membership. The Delight Card allows for 10 yoga classes at Delight Yoga. This card is valid for three (3) months and costs € 135,-. The Delight Pass has to be shown to Delight Yoga prior to taking a yoga class, upon which Delight Yoga will register the amount of yoga classes used. The stipulations of clause 8 referring to termination and suspension do not apply to the Delight Card.

3.7 Delight Yoga offers single Private Classes in order to enjoy private yoga classes, as well as the Private Card. A single Private Class lasts 60 or 90 minutes and costs € 60,- or € 90,-, respectively. The Private Card60' allows for 5 Private Classes of 60 minutes at Delight Yoga, the Private Card90' allows for 5 Private Classes of 90 minutes at Delight Yoga. This card is valid for three (3) months and costs € 275 or € 400,-, respectively. The Private Card has to be shown to Delight Yoga prior to taking a Private Class, upon which Delight Yoga will register the amount of yoga classes used. The stipulations of clause 8 referring to termination and suspension do not apply to the Private Card.

4. Payment, Prices and Price Changes

4.1 A Membership, Single and Private Class, Delight Card or Private Card must be paid prior to taking a yoga class. Payment can be made by automatic bank transfer, in cash, or, when available, via PIN.

4.2 Delight Yoga reserves the right to change the prices of the Memberships, Single and Private Classes. the Delight Card and the Private Card. Any price changes will be previously announced through flyers at Delight Yoga, at the website and/or via e-mail.

5. Reservation for yoga classes

5.1 In order to be able to offer all Students an optimal yoga experience, a maximum amount of Students per yoga class applies. Prior to participating in a yoga class at Delight Yoga, a reservation for this class can be made at the Website.

5.2 Delight Yoga will never be liable for any loss relating to the Student not being able to participate in a yoga class because it is full. No fees will be refunded for (partially) non-used Memberships or Delight cards, except for the stipulations in article 8.2.

6. Code of Conduct

6.1 Students shall adhere to Delight Yoga's code of conduct at all times:

- Come to the yoga class clean. The use of (unscented) deodorant is highly appreciated. Because of some Student's sensitivities or allergies, please refrain from wearing any perfume, aromatherapy or other scents.
- Wear clean, comfortable clothing during the yoga class.
- It is advised not to eat later than 2 hours prior to a yoga class. In any case, do not practice yoga on a full stomach.
- No shoes in the yoga studio.
- Delight Yoga provides yoga mats for use during the yoga classes. The yoga mat should be cleaned and put away by the Student who has used it.
- In order to provide optimum (inner) peace, all Students are requested to refrain from talking in the yoga studio and to keep a low voice in the other spaces.
- The (physical) integrity of the Students shall be respected at all times. Delight Yoga will not tolerate sexual and sexualizing behaviour.

6.2 Delight Yoga reserves the right, at its discretion, to deny Students entrance to Delight Yoga who do not adhere to the code of conduct as set forth in clause 6.1, and terminate the Membership of such Students, without reimbursing any pre-paid membership fees.

7. Class schedule

7.1 The current class schedule is always published at the Website. Delight Yoga reserves the right to change the class schedule at any time. Any changes, in as far as possible, will be previously announced through flyers at Delight Yoga, at the Website and/or via e-mail.

7.2 Delight Yoga reserves the right to cancel a scheduled yoga class, or to change the yoga teacher as mentioned in the schedule, in the event of force majeure. In such a case no membership fee will be refunded.

7.3 On the following holidays no yoga classes will take place at Delight Yoga: December 25 and 26, January 1, April 30, Easter and Easter Monday, Pentecote and Pentecote Monday.

8. Termination and Suspension of Membership

- 8.1 The Student can terminate a current Membership at any time. No fees will be refunded, except for the stipulation in clause 8.2
- 8.2 In the event of a long-term illness, or injury, as the case may be, the Student is entitled to have its Membership suspended for a maximum period of 6 months. A request for suspension has to be filed with Delight Yoga in writing and should be accompanied by a statement of a physician. Such request can be e-mailed to: info@delightyoga.nl
- 8.3 During the validity of the Membership and in connection with a holiday, the Student has the right to have its Membership suspended once, for a maximum period of one (1) month. A request for suspension has to be filed with Delight Yoga in writing. Such request can be e-mailed to: info@delightyoga.nl.

9. Liability

- 9.1 Delight Yoga shall not be liable for any injury, loss or damages in connection with taking yoga classes at Delight Yoga.
- 9.2 Delight Yoga only works with certified yoga teachers and will always offer yoga classes of the highest quality. Nonetheless, there is always a risk of injury involved when taking a yoga class. By taking a yoga class at Delight Yoga, the Student accepts this risk of injury. Delight Yoga offers the following guidelines to diminish the risk of injury:
- Consult with a physician when you are not sure you are completely healthy, or if you are pregnant, before starting to take yoga classes.
 - If you have an injury, or other physical issue, inform the yoga teacher thereof before you start your yoga class.
 - Listen to and follow the instructions of the yoga teacher.
 - Be secure when exercising yoga and listen to your physical limitations.
 - Don't do any exercises that are painful.
 - Ask questions when you do not understand an exercise.
 - Don't practice inversions when you are menstruating.

10. Personal data

- 10.1 Delight Yoga collects personal data of the Students in order to keep a file of its members, for the exercising of payment orders, and for the administration of issued Delight Passes. Delight Yoga shall be careful while collecting these data and will always comply with the applicable Data Protection Act (Wet Bescherming Persoonsgegevens).
- 10.2 Delight Yoga will also use the personal data as mentioned in clause 10.1 to keep the Students informed about Delight Yoga's activities, and possible changes in, e.g., the class schedule. If the Student does not want to receive any communication from Delight Yoga, he can opt-out by sending an e-mail to: info@delightyoga.nl. The Student is informed that in such a case he may not be able to make use of all Delight Yoga's services and products.
- 10.3 Without prior written consent, Delight Yoga will never transfer any personal data of the Students to a third party.

11. Applicable Law, Dispute Resolution, Prevailing Language

- 11.1 Dutch law applies exclusively to the Conditions.
- 11.2 Any disputes in connection with these Conditions, a Membership, a Delight Card, a Private Card or taking (private) yoga classes at Delight Yoga, will be resolved exclusively by a certified mediator in Amsterdam (Netherlands).
- 11.3 These Conditions have been drafted in both the Dutch and English language. In the case of any discrepancies between both versions, the Dutch version shall prevail.