

# General terms and conditions - À l'Awen Yoga / Awarehouse - Chamber of Commerce: 23080117

These terms and conditions apply to all products and services of À l'Awen Yoga / Awarehouse and the corresponding website. The general terms and conditions are available for inspection on [www.alawenyoga.com](http://www.alawenyoga.com).

## Part 1: General provisions

### Article 1 - Definitions

À l'Awen Yoga / Awarehouse

Registered at the Chamber of Commerce under number 23080117, also a user of these terms and conditions.

À l'Awen Yoga includes the following website: <https://www.alawenyoga.com>

Terms and Conditions

The general terms and conditions, as described in this document.

### Service

All current and future (digital) services offered by À l'Awen Yoga, including but not limited to the website, archives, online lessons, publications, workshops, retreats, training and events and all subscriptions. The services referred to in these terms and conditions are services that are only accessible with an account or for which an agreement must have been concluded in another way with À l'Awen Yoga.

### User

A natural or legal person who uses the services of À l'Awen Yoga, including but not limited to the website, archives, online lessons, publications, workshops, retreats, training and events and all subscriptions that À l'Awen Yoga offers.

### Agreement

The agreed agreement including associated amounts and conditions.

### Website

The [Alawenyoga.com](http://Alawenyoga.com) website and all related subdomains and urls managed by À l'Awen Yoga.

## Article 2: Applicability

2.1 The General Terms and Conditions apply to all offers and to every use of the services of À l'Awen Yoga, insofar as they have not been deviated from in accordance with Article 2.6.

2.2 In addition to Part 1 of the General Terms and Conditions, Part 2 or Part 3 also applies, depending on the nature of the agreement. In the event of a conflict between the various parts, the special part prevails over the general part. In the event of a conflict between the General Terms and Conditions and an individual agreement, the individual agreement will prevail.

2.3 The Terms and Conditions are made available on the Website, where the user can download the Terms and Conditions. Upon request, À l'Awen Yoga will send a PDF of the General Terms and Conditions free of charge by email.

2.4 To use the services of À l'Awen Yoga, for which an agreement or account is required, the user declares that he is familiar and agrees with the General Terms and Conditions.

2.5 A l'Awen Yoga is entitled to unilaterally change the General Terms and Conditions. A l'Awen Yoga will post an intended change on the website. The amended General Terms and Conditions apply to all existing and future agreements from the date of entry into force. If the user does not agree with the changes, the user may terminate the agreement with l'Awen Yoga, or at least cancel the account if there is no further agreement, before the effective date of the amended General Terms and Conditions.

2.6 In cases not covered by the relevant agreement and the General Terms and Conditions, Awen Yoga will make a reasonable arrangement.

2.7 The (full or partial) invalidity or non-binding of one or more provisions of the General Terms and Conditions does not affect the validity or binding nature of the other provisions.

### **Article 3 - Liability**

3.1 Language, spelling or similar errors cannot be invoked against Aw Awa Yoga and cannot in any way create an obligation for À l'Awen Yoga.

3.2 À l'Awen Yoga is not liable for any damage, direct or indirect, of any nature whatsoever, in connection with the use of the website or links to third-party websites on its website or the use of other technical facilities.

3.3 The information on the website and within the other services of Awl 'Awen Yoga has been compiled with care and to the best of its ability by l'Awen Yoga. However, Awen Yoga is on none partially liable for damage, of whatever nature, that is the result of (possible) incorrect information on the website or within the services provided, unless there is intent or gross negligence.

3.4 À l'Awen Yoga is not liable for any direct or indirect damage, loss suffered or lost profit or consequential damage, of any nature whatsoever, as a result of the use of the Website or the information made available on the Website, at least damage such as consequence of trading on the basis of that information.

3.5 À l'Awen Yoga can never be held liable or held responsible for physical injury or other adverse consequences for the user that arise from watching and listening to videos, blogs, participation in offline courses, workshop classes, retreats or other services from À l'Awen Yoga. The participant remains responsible at all times for his / her own safety, health and physical and mental well-being.

3.6 The liability of À l'Awen Yoga never exceeds the agreed amount or invoice amount, at least the sum for which À l'Awen Yoga is insured.

### **Article 4 - Intellectual property**

4.1 On all content and layout (including, but not limited to): texts, photos, logos, drawings, other images, sound clips, videos, data files, including the layout, and characteristic color combinations, domain names) of the website and the other services of l'Awen Yoga rest intellectual property rights. Use is only permitted with the permission of A l'Awen Yoga.

4.2 It is not permitted without prior express written permission from À l'Awen Yoga and / or the person entitled to publish, multiply or otherwise exploit (possibly: parts of) the website or other services in both English writing translated or any other form, unless otherwise agreed.

4.3 If the user violates the intellectual property rights of 'I' Awen Yoga, the user is liable for all damage that 'I' Awen Yoga suffers as a result or in connection therewith.  
'I' Awen Yoga reserves the right to impose sanctions.

#### **Article 5 - Privacy**

5.1 'I' Awen Yoga will treat personal data as referred to in the Personal Data Protection Act in a confidential manner in accordance with the privacy policy published on the website.

#### **Article 6 - Applicable law**

6.1 Only Dutch law applies to every agreement and every delivery of Services.

6.2 If the user has complaints, he must first submit them to 'I' Awen Yoga, so that the parties can jointly come to a suitable solution.

#### **Part 2: Additional provisions online services**

2.1. If the user has purchased our products or subscriptions, the user will have access to view Yoga videos and texts on the website for an indefinite period of time. These videos, texts and other content of the products and all copyrights that are available indefinitely remain the property of 'I' Awen Yoga.

2.2 It is not permitted to download these (yoga) videos, texts and other intellectual property as part of the products if permission has not been given for this. In addition, it is not permitted to copy, duplicate, publish, distribute or otherwise make the texts, (Yoga) videos and other intellectual property available to third parties.

2.3 If the user has taken out a subscription for a service of 'I' Awen Yoga or has purchased a product, then only the user in whose name the subscription is made must use this account. Providing login details to third parties is not permitted.

2.4 The user has the right to be logged in on one computer at a time. Logging in to multiple devices at the same time is not permitted.

2.5 The Yoga videos and texts may not be shown in public, unless 'I' Awen has given permission for this in advance.

2.6 If the user does not adhere to the above rules, the user's account can be permanently blocked. In this case, the user is not entitled to a refund of the purchase amount of the product or service or the subscription fee.

2.7 'I' Awen Yoga also reserves the right to recover the damage suffered from the user in the event of direct or indirect damage as a result of non-compliance with the rules in these general terms and conditions.

2.8 'I' Awen Yoga does its best to ensure that the yoga videos are always available. However, Awen Yoga can never be held responsible for technical issues beyond its control.

2.9 'I' Awen Yoga does its best to ensure that all information is accurate and complete. 'I' Awen Yoga can never be held responsible for the consequences of possible mistakes.

2.10 À l'Awen Yoga can never be held liable or held responsible for physical injury or other adverse consequences for the user that arise from watching and listening to the yoga videos or performing the displayed exercises. The participant remains responsible for this at all times.

2.11 It is the responsibility of the user to request advice in advance about performing the yoga exercises at the doctor or other professional care provider.

2.12 With normal use of the subscriptions, products and services of À l'Awen Yoga, the (yoga) videos and the other information in the products and subscriptions can be viewed indefinitely. À l'Awen Yoga reserves the right to block the account in the event of excessive use or suspicion of abuse.

2.13 Specifically for: <https://www.alawenyoga.com/>: There is a right of withdrawal period of 14 days. This right of withdrawal applies to the online beginner course of À l'Awen Yoga called 'CAY basic package', available at [www.alawenyoga.com](http://www.alawenyoga.com).

À l'Awen Yoga finds it important that her participants are satisfied and that is why À l'Awen Yoga makes use of a "money back guarantee." The user can cancel the participation free of charge no later than 14 (fourteen) days after purchase. A cancellation can be done by sending an e-mail to [info@alawenyoga.com](mailto:info@alawenyoga.com). The payment for the online package will be returned as soon as possible. After the cancellation the user will no longer have access to the online package.

2.14 After this period (14 days), the product is final and it is no longer possible to invoke the "money back guarantee." After this period of 14 days the user explicitly agrees that article 7: 408 paragraph 1 of the Dutch Civil Code does not apply.

2.15 À l'Awen Yoga reserves the right to exclude persons from participating in online classes and other online services without giving reasons. If the course fee has already been paid by the participant, the amount paid will be refunded by À l'Awen Yoga.

2.16 By completing the registration form and / or paying the registration fee, the participant agrees to the conditions. As well as having answered all questions on the registration form truthfully.

2.17 À l'Awen Yoga can never be held liable or held responsible for physical injury or other adverse consequences for the user arising from participation in offline classes, workshops, retreats and other services. The participant remains responsible for this at all times.

2.18 Before participating in the online CAY basics package that may be described and/or made accessible in or through the Website and/or the Services, À l'Awen Yoga strongly recommends that the user consults with a physician or other healthcare provider. À l'Awen Yoga and the content-providers are not licensed medical care providers, are not rendering personal medical advice or treatment, and have no expertise in advising on, diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

The Website and the Services are not intended to be a substitute for professional medical advice, diagnosis, or treatment. You acknowledge and agree that when participating in any exercise or exercise program, there is the possibility of physical injury and/or death, and you assume the risk and responsibility for any such results.

### **Part 3: Additional provisions offline workshops, courses and retreats**

3.1 For offline courses, workshops, retreats and other services registration will be final after application and payment are complete. If transfer is chosen as the payment method, the relevant amount must be paid within 14 days.

3.2 If the participant decides to cancel the registration more than one month (31 days) before the start of the workshop, he / she will be refunded the full amount. If canceled less than a month in advance, no refund will be made.

3.3 À l'Awen Yoga does its best to ensure that all information shared during offline classes, workshops, retreats and other services is accurate and complete. À l'Awen Yoga can never be held responsible for the consequences of possible mistakes.

3.4 À l'Awen Yoga can never be held liable or held responsible for physical injury or other adverse consequences for the user arising from participation in offline classes, workshops, retreats and other services. The participant remains responsible for this at all times.

3.5 It is the responsibility of the user to request advice in advance about performing the yoga exercises at the doctor or other professional care provider.

3.6 The participant remains responsible at all times for his personal belongings such as clothing, footwear, jewelry, mobile phones, wallets etc.

3.7 À l'Awen Yoga has the right to cancel offline classes, workshops, retreats and other services if there are good reasons to do so, including the teacher's illness or force majeure. In the event of cancellation by À l'Awen Yoga, the participant is entitled to a full refund of the course fees already paid. The participant is not entitled to any other compensation or compensation.

3.8 À l'Awen Yoga reserves the right to exclude persons from participating in offline classes, workshops, retreats and other services without giving reasons. If the course fee has already been paid by the participant, the amount paid will be refunded by À l'Awen Yoga.

3.9 By completing the registration form and / or paying the registration fee, the participant agrees to the conditions. As well as having answered all questions on the registration form truthfully.

3.10 The participant declares that he / she is in good physical and psychological health. The participant must also report any restrictions. The participant remains responsible for this at all times. If something changes with regard to the physical and / or mental health of the participant, he / she will immediately inform the supervisor.

### **Part 4: Additional provisions Yoga retreats, trainings, weekends and vacations**

#### **Payment terms Yoga weekends**

4.1a After completing the registration form for a Yoga weekend and accepting the terms and conditions, the registration is final. The participant must have paid the full invoice amount no later than two weeks after receiving the invoice to account number **NL41 TRIO 0391 1747 89** in the name of **Awarehouse**, stating first name, last name and invoice number. Or payment must be made via the payment link sent.

4.1b Cancellation conditions. If the participant cancels up to three months before departure, the participant will be refunded 50% of the amount. If the participant has not paid anything yet, he or she must still transfer 50% of the amount due. The full amount is due from three months prior to departure and no money is returned. If the participant has not paid anything yet, he or she must pay the full amount due.

Payment terms Yoga retreats / vacations

4.2a After completing the registration form for a Yoga retreat and accepting the terms and conditions, the registration is final. The participant must pay the down payment STRIPE and PayPal have transferred the euro to the account number no later than two weeks after receipt of the invoice to **NL41 TRIO 0391 1747 89** in the name of **Awarehouse**, stating first name, last name and invoice number. This deposit is non-refundable. Or payment must be made via the payment link sent.

4.2b The remaining amount must be transferred no later than 3 months prior to the Yoga holiday to account number **NL41 TRIO 0391 1747 89** in the name of **Awarehouse**, stating first name, last name and invoice number. Or payment must be made via the payment link sent. The full amount is due immediately from 3 months before the start of the Yoga holiday.

4.2c Cancellation conditions. If canceled by the participant until three months before departure the participant is refunded 50% of the amount. If the participant has not paid anything yet, he or she must still transfer 50% of the amount due. The full amount is due from three months prior to departure and no money is returned. If the participant has not paid anything yet, he or she must pay the full amount due.

#### **Conditions for both Yoga weekends and Yoga retreats / vacations**

4.3 In the event of incorrect and / or late payment, À l' Awen Yoga has the right to cancel the reservation. However, this does not release the participant from his / her payment obligation. NB For registration shorter than 14 days in advance, the full invoice amount must be paid before the start of the Yoga weekend or the Yoga retreat.

4.4 À l' Awen Yoga does its best to ensure that all information shared during Yoga weekends and Yoga retreats / vacations is correct and complete. À l' Awen Yoga can never be held responsible for the consequences of possible mistakes.

4.5 À l' Awen Yoga can never be held liable or held responsible for physical injury or other adverse consequences for the user that result from participation of Yoga weekends and Yoga retreats / holidays. The participant remains responsible for this at all times.

4.6 It is the responsibility of the user to request advice in advance about performing the yoga exercises at the doctor or other professional care provider.

4.7 The participant remains responsible at all times for his personal belongings such as clothing, footwear, jewelry, mobile phones, wallets etc.

4.8 À l'Awen Yoga has the right to cancel a Yoga weekend or Yoga retreat / holiday if there are good reasons, including illness of the teacher or force majeure. In the event of cancellation by À l'Awen Yoga, the participant is entitled to a full refund of the amount already paid. The participant is not entitled to any other compensation or compensation.

4.9 À l'Awen Yoga reserves the right to exclude people from Yoga weekends and Yoga retreats / holidays without stating reasons. If the amount has already been paid by the participant, the amount paid will be refunded by À l'Awen Yoga.

4.10 By completing the registration form and / or paying the registration fee, the participant agrees to the conditions. As well as having answered all questions on the registration form truthfully.

4.11 We advise the participant to take out travel insurance and cancellation insurance.

4.12 The participant declares that he / she is in good physical and psychological health. The participant must also report any restrictions. The participant remains responsible for this at all times. If something changes with regard to the physical and / or mental health of the participant, he / she will immediately inform the coach.













