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**Terms and Conditions**  
V1 2019

*Please ensure that you read and fully understand the following terms and conditions. We advise you to check you are able to attend all dates in the course schedule and that the details you have provided us with are correct. Should you have any queries, please advise us immediately.*

*These Terms will become binding once your course deposit has been accepted.*

## **1. CHANGES TO BOOKING OR TERMS**

- We may revise these Terms from time to time in the following circumstances:
  - (a) changes in relevant laws and regulatory requirements;
  - (b) to reflect changes to our course terms.
    - If you wish to cancel your booking before it has been fulfilled, please see your right to do so in clause 6.

## **2. PROVISION OF THE COURSE**

- We will provide the course to you on the course dates set out in the course schedule. We will make every effort to complete the course on time. However, there may be delays due to an event outside of our control. See clause 5 for our responsibilities when an event outside our control happens.
- In the unlikely event that we have to suspend the course because of organisational problems we will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. If you have chosen to pay by instalments you will still have to pay the instalments whilst the course is suspended under this clause provided that we reschedule the course within 30 days of suspension.
- If you do not pay us for the course when you are supposed to as set out in your payment plan, we may suspend your right to attend the course with immediate effect until you have paid us the outstanding amounts. We will contact you to tell you this.

## **3. IF THERE IS A PROBLEM WITH THE COURSE**

- In the unlikely event that there is any problem with the course:
  - (a) please contact us and tell us as soon as reasonably possible;
  - (b) please give us reasonable opportunity to address the problem;
  - (c) We will use every effort to resolve the problem as soon as reasonably practicable.
    - If you are a consumer (and not a business), you have legal rights in relation to the course if it is not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **4. PRICE AND PAYMENT**

- The price of the course will be set out in your booking. Our prices may change at any time, but price changes will not affect a booking that we have confirmed with you.
- These prices include VAT. However, if the rate of VAT changes between the date of the booking and the date of delivery or performance, we will adjust the rate of VAT

that you pay, unless you have already paid for the course in full before the change in the rate of VAT takes effect,

- We will require a non-refundable payment to secure your booking. If you choose to pay by instalments then the instalments are due in cleared funds on or before the dates set out in the booking.
- Once we have accepted your order for the course as set out in clause 2, then all payments are due in accordance with the payment schedule regardless of whether you attend all or any part of the course.
- If you pay for the course in instalments and miss any payment then the missed payment will be added onto the following installment. If payment is defaulted for a second time, payment of the course will be due in full.

#### **5. OUR LIABILITY TO YOU**

- If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- You may use the skills you acquire on the course for the purpose of providing yoga training to members of the public but you may not use the course content for the purpose of training other potential yoga trainers looking to acquire yoga teaching skills. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If you intend to provide yoga training to members of the public or currently operate as a business then our total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall in no circumstances exceed the sum equivalent to the total amount paid by you for the course.
- We do not exclude or limit in any way our liability for:
  - (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 2 of the Supply of Goods and course Act 1982 (title and quiet possession);
  - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

#### **5. EVENTS OUTSIDE OUR CONTROL**

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.
- An event outside of our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm,

flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

- If an event outside of our control takes place that affects the performance of our obligations under these terms:

(a) We will contact you as soon as reasonably possible to notify you; and

(b) Our obligations under these terms will be suspended and the time for performance of our obligations will be extended for the duration of the event. Where the event affects our performance of course to you, we will restart the course as soon as reasonably possible after the event is over.

- You may cancel the contract if an event takes place and you no longer wish us to provide the course. We will only cancel the contract if the event continues for longer than 30 days in accordance with our cancellation rights in clause 9.

## **6. CANCELLATIONS AND REFUNDS**

MA&Y are committed to supporting our learners throughout their educational journey. However occasionally, situations may arise which prevent you from completing the course, for example, injury. In this case, it may be appropriate to either transfer you to an alternative course or in extreme cases, refund the course fees.

In all cases, the final decision will be made by the Course Leader.

12 months prior to course start date - 100% refund or deferral to alternative course  
6-11 months prior to course start date - 50% refund or deferral to alternative course  
0-5 months prior to course start date - Deferral to alternative course

Please note, for cancellations less than 30 days prior to the course start date or once the course start date has passed, deferrals will be considered on a case by case basis and only where extenuating circumstances are present. You may be asked to write a supporting statement or submit evidence of your extenuating circumstances to help us in our decision.

### **Examples of extenuating circumstances**

- Injury
- Serious illness (affecting you or a dependant)
- Bereavement
- Jury duty which cannot be deferred
- Significant life event which prevents you from attending/completing the course

## **7. OUR RIGHTS TO CANCEL OR ALTER A COURSE AND COURSE VENUE**

- We may have to cancel a Booking before the start date for the course, due to an event outside our control or the unavailability of key personnel or key materials without which We cannot provide the course. We will promptly contact you if this happens.
- If we have to cancel a course that you have made advance payment against, we will refund these amounts to you.

- We may cancel the contract for the course at any time with immediate effect by giving you written notice if:
  - (a) you do not pay us when you are supposed to as set out in your payment plan.
  - (b) you break the contract in any other material way and you do not correct or fix the situation within seven days of us asking you to in writing.
    - If we decide to relocate the course venue we will notify you of the alternative course location which will be within a 10 mile radius of the venue set out in the Booking.

#### **8. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- We will use the personal information you provide to Us to:
  - (a) provide the course
  - (b) process your payment for such course
    - As part of our Terms with Yoga Alliance Professionals, we will pass your details on to them to be contacted. You consent to your contact details (name, email and phone number) being passed onto our partners, Yoga Alliance Professionals, so they can contact you directly and invite you to register as a Trainee and Teacher, however you have the option of opting out of this registration process.

#### **9. YOUR FITNESS**

- You will be required to complete a medical self-declaration prior to commencement of the course. The declaration will confirm that you are in good health and there are no medical reasons why you should not partake in a yoga/fitness course.
- You must notify us of any medical issues prior to the course commencement date.

#### **10. OTHER IMPORTANT TERMS**

- We may transfer our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- You may only transfer your rights or your obligations under these Terms to another person if we agree in writing and you pay our reasonable administration costs for effecting such change, such costs to be paid in advance.
- This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 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.
- If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- These Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of



Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.