



## **Umbela Terms and Conditions**

### **1) Interpretation & variation**

- a) In these Terms and Conditions the following definitions apply:
- (i) "company" means Tapadh Ltd (trading as umbela).
  - (ii) "**Umbela**" being the Yoga related part of the business.
  - (iii) "member/client" means any person that has signed a registration form or ticked the terms & conditions box online which has been accepted by the company.
  - (iv) "registration form" means the registration and application form signed by each client on their first booking online.
  - (v) "website" means [www.umbela.co.uk](http://www.umbela.co.uk) or affiliated websites.
  - (vi) "classes" include private and group sessions, as well as any events, retreats or workshops.
  - (vii) "yoga" includes but is not limited to: seasonal yoga, yoga nidra, Vinyasa flow yoga, yin yoga and restorative yoga classes.
  - (viii) "Blog" means the English and German version of the Blog on the [Umbela.co.uk](http://Umbela.co.uk) page
- b) These terms & conditions are incorporated into the registration form and online booking system.
- c) The company reserves the right to vary or revoke any of the terms and conditions, if it may consider this necessary or suitable for the regulation of the governance of "**umbela**" and the conduct of clients. Any such changes will be published on our website and until revoked, are binding on clients.
- d) These terms and conditions shall be governed by the laws of Scotland and subject to the exclusive jurisdiction of the Scottish courts.

### **2) Clients relations**

- a) When a person has signed a registration form or ticked the terms and conditions online they shall become a client of **umbela**. Acceptance of a person as a client is at the discretion of the company.



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- b) The company reserves the right to withdraw acceptance of an individual as an **umbela** client, for any person whose conduct is, or may be deemed to be in the company's reasonable opinion, injurious to the character of **umbela** or amounts to a breach of the terms and conditions or where such expulsion is otherwise to be in the interests of the other clients or staff of the company. Any client so expelled will not be admitted to any classes online or in person and will have their contributions on the umbela blog if applicable removed.
- c) **Umbela** may run promotional introductory offers from time to time and these offers are exclusively for new clients who are not already registered ("clients") with umbela and are not for repeat use.

### **3) Umbela opening times**

- a) Umbela opening times are published on the webpage but may be amended from time to time. Class times are published on the webpage.

### **4) Payment terms**

- a) Details of class prices are published with each class advertised and at the time of booking class plans can be purchased as well.
- b) Payments for classes have to be made online at the time of booking a class or by using a previously purchased class plan.
- c) Subject to any statutory right of cancellation, payments for classes, Workshops, private classes and class plans are non-refundable unless otherwise stated in these terms and conditions. In the event of timely cancellation they will be credited to your client account for used at another time.

### **5) Personal belongings:**

Personal belongings are brought into the studio premises at the client's risk & the company does not accept liability for any loss or damage whatever to such items.

### **6) Cancellation Policy:**

**Early cancellations for chargeable for non donation based classes** – if you cancelled more than 30 minutes before the start of class, then we will refund fee's paid.



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**Late cancellations for chargeable for non donation based classes:** – if you cancel less than 30 minutes before the start time or do not attend class without prior cancellation then we hold the right to charge you for the session at our discretion.

**Donation based Classes:** We will not refund any donations made to any of our “just giving pages”. For donation based classes, in the event of cancellation, you are free to attend another donation based class without making a further donation.

**Umbela** reserves the right to cancel any classes at any given point in time. Fee’s will be refunded for chargeable classes, donations will not be refunded.

### **7) Refusal to admission:**

**Umbela** reserves the right to refuse permission to take part in a class should no health questionnaire have been received prior to the class or should the staff feel it would not be safe for that person to partake.

### **8) Use of facilities for in person classes:**

A client is entitled to use the facilities only during scheduled class times where a paid space has been reserved in advance by the client. Clients will adhere to the facilities hygiene instructions and wear a face mask in shared spaces. This is providing always that we may at any time withdraw all or part of its facilities for any period or periods & with notice, where practical, in connection with any cleaning, repair, alteration or maintenance work or for reasons beyond the control of the studio or the company.

**9) Children under the age of 16** may not book any classes with Umbela. We recommend finding practitioners specialising in Kids Yoga.

### **10) Fitness & health**

- a) Clients have to inform umbela of any health issues that might need to be considered during a class, hence the provision of a filled in Umbela Health Questionnaire is the pre – requisite to being permitted to take part in any classes. In addition changes in circumstances need to be notified to umbela or a new health questionnaire submitted.
- b) Clients are further advised to first seek medical advice before commencing any Yoga practice and taking part in any classes provided by umbela.



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Umbela reserves the right to not provide services should they feel it is not safe.

- c) Clients with the following conditions should not attend regular classes but should book 1 on 1 classes or small group classes tailored to their ailment if applicable: severe or minor injuries, recent surgery, cardio vascular ailments like low/high blood pressure & cardiac irregularities, digestive system ailments incl. IBS & constipation, Nervous System related ailments, musculoskeletal issues, hormone related issues incl. diabetes, respiratory issues, mental health ailments or any other conditions that may affect their practice. If there is any doubt of physical or mental health, the clients must consult his/her doctor before attending classes. Clients must immediately notify umbela of any circumstances affecting their health which may be affected through continued practice.
- d) Physical exercise, in all of its forms and with or without the use of equipment such as blocks, straps or any other equipment that may be suggested by umbela Yoga teachers, can be a strenuous physical activity. Umbela is not a medical organisation and its teachers cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while attending classes in person or online. Nothing contained in the classes should be construed as any form of such medical advice or diagnosis.
- e) By using our services you agree that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes, you will not exceed your limits while performing such activity. You will select the appropriate level of activity for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have.
- f) You will not perform activities during our classes that cause you pain or discomfort and will let the relevant teacher know if any practice is causing you pain or discomfort.



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- g) You understand that, from time to time teachers may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition.
- h) Clients understand that Yoga and Yoga therapy are not a replacement for medical care.
- i) If you are pregnant, you may not take part in any of our classes. We recommend you consult your doctor and if applicable partake in special pregnancy yoga classes.

### **11) Dress & footwear**

- a) Clients are requested to wear a form of dress appropriate to the practice of yoga. Footwear should be removed before partaking in any practice both in person or online. Inappropriate clothing will not be allowed when participating in classes. This is absolutely at umbela's discretion, if you have any questions please contact a member of staff.

### **12) Safety & hygiene**

- a) Smoking is not allowed anywhere on the premises.
- b) For in person classes clients must use the appointed entrance to the studio when entering or leaving the studio. Fire exits, which are clearly marked, are there in the interests of safety & clients must not interfere with these doors for any reason.
- c) In the event of a fire, clients are asked to make their way to the nearest available exit. Clients are asked to meet at the designated assembly point.
- d) It is up to clients to ensure they maintain a high level of personal hygiene. This includes but is not limited to body odour, general personal cleanliness and fresh clothes. The teachers may refuse entry or ask a client to leave a class if they believe any of the previous are affecting the practice of others.
- e) Clients with any health complaints that they know or believe to be contagious should not attend class, until a 14 day period has passed since the last symptoms have occurred. If in doubt please refer to your doctor.
- f) Under no circumstance, should a client under the influence of alcohol, prescription or non-prescription drugs that can impair someone's



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judgement or physical abilities, attend class. If there is any doubt please refer to your doctor. Umbela reserves the right to refuse participation in these cases as practice might be unsafe.

### **13) General guidelines**

- a) Clients should notify umbela of any change of address, email or contact number. Failing such notice, all communications shall be assumed to have been received by the client within 5 days of mailing to the last address notified to the company.
- b) A person who is not a party to the Health Questionnaire and acceptance to these T & C's has no rights under the contracts (rights of third parties) act 1999 to rely upon or enforce any terms of this Agreement or use any of the facilities provided by the company.
- c) Umbela, may communicate with the client by electronic mail ("email"). By providing an email address to the company the client consents to receiving email communications from the company, including notices pursuant to the terms & conditions. The client also accepts any risk that email may not be a fully secure & confidential means of communication. The company will not be liable for any loss or damage suffered as a result of communicating with a client in this manner.

### **14) Limitation of liability**

- a) The company cannot be held responsible for any service not being available for whatever reason. The company reserves the right to make alterations to the types classes provided, without notice in its absolute discretion. The company shall not be liable for any loss occasioned by such alterations except in so far as loss is by law incapable of exclusion.
- b) It is the client's responsibility to ensure that they are capable of undergoing the practice and to stop any such practice should there be any pain or discomfort. Clients accept the risk of injury from performing exercises and are advised to consult their doctor prior to beginning any program or class. During class, care should be taken by the client not to perform any part of the practice that causes pain or is discouraged for their personal circumstances. The company accepts no liability for loss or damage to property or injury of clients or their guests to them on the



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umbela premises or outside umbela premises except in so far as such loss, damage, or injury is by law incapable of exclusion. Exercise by their very nature bring about inherent risks of injury with some carrying a much greater risk. Clients accept, as with any sport, there is always some risk of injury.

- c) This disclaimer governs all of our classes. Please read this disclaimer before taking part in any class. You acknowledge that all exercise involves a risk of personal injury, including a small risk of serious injury or death, and agree to take responsibility for your health and well-being in relation to our classes.

### **15) Website terms & conditions**

- a) Information published on this website is provided for the use of its visitors and you are advised that, although care has been taken to ensure technical and factual accuracy, some errors may occur. No guarantee is given in terms of accuracy or completeness of information on these pages. Please be aware that the company may alter the information on its website from time to time. The company shall have no liability arising from the use by any party of the information on this website. The company does not warrant the information on this website in any way and in particular no warranty is given that the website or its contents or hypertext links are virus free or uncontaminated. You are advised to make your own virus checks & to implement your own precautions in this respect. The company excludes all liability for contamination or damage caused by any virus or electronic transmission.

### **16) Return / refund policy**

- a) the exchange policy for retail items requires items to be exchanged at a maximum of 14 days after the purchase date (non-refundable or creditable).
- b) Downloaded purchases cannot be returned.
- c) Class passes are non-refundable and expire after 6 Months.
- d) Where retail items are produced and shipped by a partner of Umbela their T & C's will apply.

### **17) Privacy & security policy**



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- a) your personally identifiable information is kept secure. Systems are password protected. Only authorized employees, have access to this information. All emails & newsletters from our sites allow you to opt out of further mailings. Please note that the company will not be held liable for any breach of security unless we have been proved negligent.
- b) For further information refer to our Privacy and Data Protection Policy.

### **18) Medical disclaimer**

- a) This disclaimer governs all Umbela classes. Please read the disclaimer before taking part in any of our classes.
- b) You acknowledge that it is your duty to take ordinary care for the protection of others and yourself while attending an umbela yoga class with in person or online. You take complete responsibility for your own safety and will not hold any Umbela teacher responsible for any injuries or loss you may incur as a result of your participation in any yoga classes you have attend.
- c) Where necessary you have received advice from your doctor that you are capable of physical exercise, or will seek such advice, or you will assume the risk of exercising without a doctor's examination.
- d) You hereby confirm that you fully understand the terms above and agree to irrevocably release and waive any claims you have now or hereafter may have against the company.

### **19) Blog Posts and other written or media content**

- a) All written content in terms of Blog Posts, Book Reviews, Videos etc. is the sole Intellectual Property of Sarah Szewzenko and copyright protected under UK law as originating in the UK to Sarah Szewzenko.