

# Terms & Conditions



## 1. Definitions

1. Additional Terms and Conditions: the additional general terms and conditions applicable to the Workshops and Retreats organized by Hot Box (BYHB).
2. General Terms and Conditions: The general terms and conditions used by BYHB, which have been published on the BYHB website, [www.hotboxyogalux.com](http://www.hotboxyogalux.com). These General Terms and Conditions are also available for download on [www.hotboxyogalux.com](http://www.hotboxyogalux.com)
3. BYHB: Hot Box Yoga SARL has its official seat at 10, rue des Pres, L-8039 Strassen, Luxembourg and is listed a TVA no. LU27012510.
4. Participant: the person who attends or wishes to attend a Retreat or Workshop.
5. Price: the total price of a Workshop or Retreat, including the Deposit.
6. Private Class: a private yoga class at BYHB, for which the Student must make an appointment in advance.
7. Retreat: a yoga retreat organized by BYHB.
8. Retreat Participant: a person who takes part in or wishes to take part in a yoga retreat organized by BYHB.
9. Teacher: the yoga teacher who has been appointed by BYHB. to teach yoga classes at BYHB.
10. Student: a person who attends and/or wishes to attend private or group yoga classes at BYHB.
11. Website: the website of BYHB [www.hotboxyogalux.com](http://www.hotboxyogalux.com) or [www.byhb.lu](http://www.byhb.lu)
12. Workshop: A yoga workshop given or to be given by BYHB.

## 2. Scope of Application

1. The General Terms and Conditions apply to any class packages or drop in single classes as well as to all BYHB retreats, and workshops.

2. By participating in a yoga class of BYHB, the Student agrees to the applicability of these General Terms and Conditions, and has signed the DISCLAIMER.
3. BYHB may from time to time amend these General Terms and Conditions. The most recent version of the Terms and Conditions is always the version that is applicable and is always available at the Website. BYHB will announce any amendments to the General Terms and Conditions by e-mail.

### **3. Class packages and Drop ins**

BYHB offers the following possibilities of attending yoga classes at BYHB:

1. DROP IN entitles the holder to 1 x yoga class (valid for 1month from date of purchase)
2. 1 MONTH UNLIMITED entitles the holder to 1 month unlimited BIKRAM yoga at BYHB (valid from initial class)
3. 3 MONTH UNLIMITED entitles the holder to 3 months unlimited BIKRAM yoga at BYHB (valid from initial class)
4. Monthly BYHB Wellness Membership is a monthly direct debit with a 14 day cancellation. Offer includes unlimited access to ALL yoga and discounts on goods, retreats and workshops.
5. 1 YEAR UNLIMITED entitles the holder to 12 months unlimited BIKRAM yoga at BYHB (valid from initial class)
6. 10 CLASS CARD (exp 3mths) entitles the holder to ten (10) yoga classes to be used over a 3 month period (valid from the first initial class)
7. 25 CLASS CARD (exp 1yr) entitles the holder to ten (10) yoga classes to be used over a one yearperiod (valid from the first initial class)

BYHB also offers student packages, special 1<sup>st</sup> Timers deals and seasonal offers, all our subject to the Terms & Conditions.

### **4. Payment and Price Changes**

1. All yoga classes organized by BYHB must be paid for before they are held. Payments can be made by cash or through the Karmasoft booking website.
2. BYHB reserves the right to change the prices. Any changes are announced in advance. The currently applicable rates are always mentioned on the Website and are available for inspection at the reception desk.
3. Before a yoga class the Student must report to the reception desk of BYHB to verify the registration and payment.

### **5. Reservations for Yoga Classes**

1. All classes are available for online booking 7 days in advance.

2. Your booking is valid until 5 minutes before the class starts. If you haven't shown up by then, we assume you won't be coming and we'll give your spot to someone else.
3. If booking online is no longer possible, you can still come to the studio. We always keep 5 spaces available for walk-ins. The walk-in spots become available no sooner than 30 minutes before the class starts.
4. Please be on time, at least 10 minutes before class starts. This will insure your reserved spot, but you will also have enough time to prepare for your class.

## **6. Schedule**

1. The current schedule can be found on the Website. BYHB reserves the right to change the schedule at any time. If possible, any changes are announced in advance.
2. BYHB reserves the right to cancel a yoga class that has been scheduled. In this case the credit can be used to book another class in the future.
3. BYHB reserves the right to change the yoga teacher mentioned in the schedule in the event of force majeure, including illness of the teacher.

## **7. Early Termination of Membership in case of illness**

1. In the event of prolonged illness or an injury, the Student may prolong the expiration date of their class package. A request a prolonged expiration date must be submitted to BYHB in writing and must be accompanied by a medical certificate. This termination may be sent by email to [hotboxyogalux@gmail.com](mailto:hotboxyogalux@gmail.com)

## **8. Liability**

1. Attending yoga classes, Workshops, Retreats and leaving belongings in the changing rooms are at the Student's own risk. BYHB accepts no liability whatsoever for physical injury, loss or damage relating to Students attending yoga classes, Workshops or Retreats and leaving belongings in the changing rooms of BYHB.
2. BYHB works exclusively with certified yoga teachers and always ensures high-quality yoga classes. Even so, a Student always runs the risk of injury during a yoga class. By participating in a yoga class at BYHB, the Student accepts this risk of an injury. BYHB provides the following guidelines for reducing the risk of an injury:

-Always consult a doctor before starting yoga classes if you are not sure that you are completely healthy or if you are pregnant.

- If you have an injury or any other physical inconvenience, always inform your yoga teacher about this before starting the yoga class.

-Listen to and follow the instructions of the relevant yoga teacher.

-Perform the yoga exercises carefully and bear your physical limitations in mind.

-Do not perform any yoga exercises that are painful.

-Ask questions if you do not understand an exercise (after class)

-Although we strive to only provide correct information on our website, we are not liable for any inaccuracy and no rights can be derived therefrom.

## **9. Personal Data**

1. BYHB collects personal data of the students that are taking yoga classes at BYHB (the “Students”), in order to keep a file of its members, for the exercising of payment orders, and for the administration of issued BYHB class cards. BYHB Luxembourg shall be careful while collecting these data and will always comply with the applicable Data Protection Act.

2. BYHB will also use the personal data as mentioned above to keep the Students informed about BYHB’s activities, and possible changes in, e.g. the class schedule. If the Student does not want to receive any communication from BYHB, he can opt-out by Unsubscribing using the provided link on emails. The Student is informed that in such a case he may not be able to make use of all BYHB’s services and products.

3. Without prior written consent, BYHB will NEVER transfer any personal data of the Students to a third party. However, we may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

4. BYHB uses online software company called Karmasoft to run its day to day business, all client information is stored by them and subject to the applicable compliance and its privacy policies.

## **10. Code of Conduct**

1. Students shall adhere to BYHB's code of conduct/Policy and Etiquette at all times:

- Please take shoes off and leave them in the place provided
- Please arrive in time to prepare for your session, once the class has begun it will be closed
- Please allow the previous class to leave before entering the studio
- Please obey silence during the yoga session
- If you feel ill, dizzy or faint, please lie down and try to drink some water. If you feel the necessity to leave the class for any reason, please do so between postures
- No mobiles in BYHB's studio please
- No glass bottles in the yoga studio
- Please wear suitable attire. Close fitting and lightweight breathable yoga wear, tops and bottoms for women and shorts for men
- No shoes in the studio please
- Please NO shaving in the showers and try to be quick as there maybe another session due
- Please respect all Hotbox staff, we reserve the right to ban those displaying anti-social behaviour
- Please refrain from using aerosols or strong perfumed products
- Please be mindful to others and wear socks if you suffer from verruca's etc.
- All memberships are non-transferable ( if your card has expired you lose the classes)
- All Class Cards are non-refundable
- We reserve the right to close the studio for the month of August

BYHB reserves the right to deny Students who do not observe the house rules referred to in Clause 10.1 access to the BYHB premises and to terminate any packages of the relevant Student without a refund of any fees paid already.

## **ADDITIONAL GENERAL TERMS AND CONDITIONS FOR WORKSHOPS AND RETREATS OF BYHB.**

Retreats and Workshops are governed by these Additional Terms and Conditions in addition to the General Terms and Conditions. The General Terms and Conditions form an integral part of these Additional General Terms and Conditions. By participating in a Workshop or Retreat, the relevant Participant accepts the applicability of the General Terms and Conditions and the Additional General Terms and Conditions.

### **1. Participation in Workshops and/or Retreats and Registration Fee**

1. A Participant may participate in a Workshop or Retreat after he or she has registered for it with BYHB in advance and paid the relevant fee. Registration may be effected by sending an email to [hotboxyogalux@gmail.com](mailto:hotboxyogalux@gmail.com) or signing up through the Karmasoft booking system. A place in the Workshop or Retreat is guaranteed after BYHB has received payment of the Price or the Deposit.
2. For some Workshops and Retreats, an "Early Bird Rate" applies. This reduced rate applies until the date specified on the Website. After this date the normal rate, which is also specified on the Website, applies without exception.

### **2. Payments and Prices**

1. The Price for a Workshop or Retreat can be found on BYHB's website.
2. Payments for a Workshop or Retreat must be made before the Workshop or Retreat is held. Payments can be made by cash or through the Karmasoft booking system.

### **3. Cancellation of Workshop Registration**

1. Any participation in a scheduled Workshop may be cancelled only in writing. Cancellations can be done by sending an e-mail to: [hotboxyogalux@gmail.com](mailto:hotboxyogalux@gmail.com)
2. Until one (1) month before the scheduled Workshop date, the Participant may cancel his or her registration free of charge, minus any prepaid obligations undertaken by BYHB.
3. Until fourteen (14) days before the scheduled Workshop date, the Participant may cancel his or her registration, in which case the registration fee is refunded at the management's discretion, less a handling fee of EUR25.
4. If the Participant cancels his or her registration later than seven (7) days before the scheduled Workshop, the registration fee is not refunded.

#### **4. Cancellation of Participation in Retreat**

1. Any participation in a scheduled Retreat may be cancelled only in writing. This can be done by sending an email to hotboxyogalux@gmail.com
2. The Retreat Participant may cancel his or her registration free of charge until 60 days before the scheduled Retreat.
3. Within 60 days before the scheduled Retreat, the Retreat Participant may cancel his or her registration, in which case 50% of the Price is charged.
4. If the Retreat Participant cancels his or her registration later than seven (7) days before the start of the Retreat, the Price already paid is not refunded.
5. If it turns out at the location of the Retreat that the Retreat Participant cannot participate in the Retreat for whatever reason, the Price already paid is not refunded.
6. BYHB reserves the right to cancel the Retreat if there are insufficient participants. In this case, the registration fee already paid by the Participants is refunded immediately.

#### **5. Workshop Schedule**

1. The current Workshop Schedule can always be found on the Website. BYHB reserves the right to change the schedule at any time. If possible, any changes are announced in advance.
2. BYHB reserves the right to cancel a scheduled Workshop in the event of force majeure (including illness of the relevant teacher). In this case, the registration fee already paid is refunded at 50% minus an admin charge of EUR25.

**ALL refunds for workshops, retreats and class cards/memberships are solely at the management of Hot Box sarls discretion.**