



The Body & Mind Place Limited

Terms and Conditions

Introduction

This website is owned and operated by The Body and Mind Place Limited, Company Number 11525693. The registered office of The Body and Mind Place Limited is 12 Tentercroft Street, Lincoln LN5 7DB. These terms and conditions apply to the use of the website and by accessing the website and/or placing an order for a class, programme, workshop, event or the purchase of goods you agree to be bound by the terms and conditions detailed below.

Creating An Account

You guarantee that:

- All Personal Data you are required to provide when you register as a customer is accurate, current, true and complete in all respects;
- All students are required to complete a medical and health information when they set up their account; and
- You must update details on your online account immediately you are aware of any changes to your

Personal Data.

In addition you will not to pose as any other person or entity or to use a false name or a name that you are not authorised to use.

Class, Programme, Workshop, Private Session and Event Online Booking

1. If a block booking falls over a holiday period, such as Christmas of where a teacher is on holiday, or an unforeseen absence, the block booking will continue after using the remaining classes available.
2. Payments can be made by:
 - a) Credit and Debit Cards
 - b) Cash
 - c) Bank transfer (details provided on request)Cash payments and bank transfers need to be discussed with The Body and Mind Place Administrator to ensure they align with the online bookings.
3. Private Sessions are assumed to take place The Body and Mind Place and not the client's home or space they have organised. If the teacher needs to organise an alternative space, there may be an additional charge for expenses.
4. Any introductory offer can only be used once by a customer. They cannot be used for special events, private sessions, programmes or workshops. It must be booked in advance and the medical disclosure details completed.
5. Classes and private sessions are purchased in the form of passes in various multiples.
6. Events, programmes and workshops are priced and purchased separately to classes and private sessions. Places will be sold on a first come first served basis.
7. A 'Drop-in' is where a client booked an ad hoc class not part of their normal booking.

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8. All classes, private sessions, programmes workshops and events must be booked in advance to secure the space.
9. Classes can be booked up to 28 days in advance and can be cancelled up to 30 minutes prior to commencement. If you fail to cancel a class less than 30 minutes before it starts the particular class pass cannot be redeemed under any circumstances.
10. Private sessions can be booked up to 28 days in advance and can be cancelled up to 30 minutes prior to commencement. If you fail to cancel a class less than 60 minutes before it starts the particular class pass cannot be redeemed under any circumstances.
11. Workshops, programmes and events can be booked 40 days in advance and can be cancelled 60 minutes prior to commencement.
12. You are required to be at the class a minimum of 7 minutes before the class starts. This will ensure that all students have registered, able to brief the teacher of any issues and are ready to start the class, privates session, programme, workshop or event on time.
13. Class and private session passes expire in accordance with the table below:

Type of Pass	Expires	From
Drop-in	1 month	From date of purchase
4 Class pass	2 months	From date of purchase
6 Class pass	3 months	From date of purchase
12 Class pass	5 month	From date of purchase
24 Class pass	8 months	From date of purchase
Single Private Session	3 months	From date of purchase
4 Private Session Pass	4 months	From date of purchase
8 Private Session Pass	6 months	From date of purchase

Pricing

The Body and Mind Place have the right to change the pricing and schedule Information displayed on the website. Pricing and service availability is subject to change by The Body and Mind Place Limited without notice.

Third party links

To provide increased value to our Users, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

Teaching arrangements

The Body and Mind Place provides yoga sessions, meditation, therapies and training taught by the best independent teachers. The Body and Mind Place also provides the space for independent



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teachers and therapists to provide services such as classes, workshops and treatments. All payments for these services are accepted by The Body and Mind Place on behalf of the teacher or therapist.

Promotions & discounts

Promotions cannot be combined or backdated.

Gift cards

- Please protect your Gift Card and treat it as cash; we cannot replace lost, stolen or damaged cards.
- The gift card will expire 12 months from purchase. We will not refund any balance remaining and we will invalidate the card.
- Gift cards cannot be exchanged for cash. We do not give change or refunds on gift cards or e-gift cards.
- If you are using a Gift Card online and the total order value is less than the value of the card, any balance will remain on the card and may be applied to future purchases, provided that the card has not expired. However a Gift Card cannot be used for partial payment online.
- We reserve the right to refuse to accept a gift card which we deem to be tampered with, duplicated or which otherwise is suspected to be affected by fraud.
- We reserve the right to amend the gift card and e-gift card terms and conditions from time to time, where we consider it reasonable and necessary to do so.

Intellectual property and right to use

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

You grant to us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use (including but not limited to publishing, exploiting and modifying) any material you email, post or submit to us. For the avoidance of doubt, we will be free to use any ideas, concepts, know-how, content, text or images contained in your communications with us for any purpose whatsoever, to the fullest extent permitted by law.

Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your Personal Information.

Our rights



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We reserve the right to:

- modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

Compliance with laws

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

Limitation of liability

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an “as is” and “as available” basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect losses

suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.



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Severance

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

Survival

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

Law

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.