**Terms and Conditions of Use**

**Bookings and Cancellations**

**Classes run term times only** unless specified.

**Booking** a class with Yoga with Kiki can be made by email or Microsoft Messenger or via my website yogawithkiki.co.uk and its many links to my email. If you would like to contact me to discuss the classes then please email me at yogawithkiki@outlook.com

**Physical Classes**

Lessons take place during term time only with some exceptions over the summer break or some bank holidays. To secure a place by **booking for a whole course** (5,6 or 7 week half-terms), you will need to confirm that you wish to book on for the whole course via email and that you will make full payment for the course via bank transfer received 24 hours prior to the course starting. You will need to have returned and signed the registration form.

Once a whole course has been booked you will not be able to get a refund unless this is requested one week prior to the start date of the course.

**Pricing:** £8 x the number of weeks in the half term (5-week half term= £40, 6-week half-term = £48, 7-week half term = £56)

This entitles you to attend 1 lesson a week (Mondays 7.15pm or Wednesdays 7.30pm). All classes last 60 minutes and take place at the Boat Club. If a space becomes available on an alternate day the space may be offered as a bonus at no extra cost.

**Free Taster Class:**

From September 2021 YWK offers a free taster class. To attend this free taster class, students need to contact YWK to arrange the date of their first class. A registration form will need to be completed and returned prior to attending the taster class. The taster class allows a student to join in a yoga class. If the student decides that they do not wish to proceed with continuing classes then the class is free of charge. If the student enjoyed the class and decides that they wish to proceed with the course then the class will be charged as the first lesson of their course.

**Lateness to lesson:**

Each class begins with warmup exercises. Should you arrive late but during the warmup you will be welcome to join in and will be given additional warm-up instructions if necessary. Clients arriving after the warm-up will not be permitted to join the class.

**1-1 appointments:**

These are set via email only. An initial consultation will then be arranged free of charge at a public space where a discussion will take place to inform the client of the content of the private practise that will take place either at the client’s home or for an additional fee at a specified yoga teaching venue. Payment for 1-1 yoga is done by bank transfer prior to the lesson taking place. A reminder will be sent prior to your booked appointment. A 24 hours’ notice is requested should you be unable to keep your appointment. Should you cancel with less than 24 hours’ notice, you will not be able to receive a refund for your appointment. Communications may also take place using what’s app.

**Data collection:**

On the 25th May 2018, EU Law introduced the General Data protection Regulation (GDPR). GDPR gives the public more control on how businesses and organisations keep and use the personal data about them.

Yoga with Kiki is required for insurance purposes to keep a track record of classes, attendees and registrations to protect both the business and client from malpractice. The registration information includes client name, age, email, phone number and any conditions that may affect the client’s practise of yoga. These records are electronic registration forms completed on the first day of class and class registers completed by Yoga with Kiki at the beginning of each lesson. These records are kept securely on the business headquarters in a secure filing system. Yoga with Kiki keeps a digital copy of clients’ registration number, name and email address and phone numbers if provided as well as tracking of any payment made to Yoga with Kiki.

If at any time, a client requests to delete the information that Yoga with Kiki holds then this will be done within the limits of what needs to be retained for legal and insurance purposes. Requests must be made via email at yogawithkiki@outlook.com

**This website yogawithkiki.co.uk is owned and operated by Yoga with Kiki.**

Your use of this website is subject to the **Terms of Use** as set out below. By accessing and using this website you agree that you have read, understood and accept these Terms of Use.

**Our Privacy Policy:**Yoga with Kiki respects your right to privacy, and we comply with our obligations under the UK and European data protection acts. The purpose of our Privacy Policy is to outline how we deal with any personal data you provide to us while visiting this website. By visiting this website, you are accepting the terms of this Privacy Policy. Any external links to other websites is clearly identifiable as such, and we are not responsible for the content or the privacy policies of third-party websites. The full Yoga with Kiki Website Privacy Policy is detailed on our privacy statement (see below).

**Intellectual Property Rights:** By using this website you agree that all the information, communications, photography, text, images, graphics, software, trademarks, trade names, logos and other materials and services on this website are protected by copyright, trademark, database rights and other intellectual property laws under the national laws of the UK and international treaties. All property rights, title and interest in and to the Content shall be at all times and for all purposes remain vested in Yoga with Kiki and/or its licensors, as the case may be. You may access website and content as available: for your information and personal use, as intended through the normal functionality of the Yoga with Kiki service. For streaming, 'Streaming' or 'Stream' means a contemporaneous digital transmission of an audio-visual work via the internet from the Yoga with Kiki service to a user’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing website videos for any purpose or in any manner other than Streaming is expressly prohibited.

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**Changes to the Terms of Use**

We may modify or terminate any Content on the website from time to time, for any reason and without notice or liability to any user or third party. You should check the website for changes to the Terms of Use each time you access the website. Your continued use of the website will signify your acceptance of any revised Terms of Use.

**Links to Third Party Websites.**

This website may contain links to third party websites. Yoga with Kiki does not own or control such third-party websites and only provides links to other locations on the internet for information purposes. Access to any other website through this website is at your own risk. Your use of third-party websites is subject to the terms and conditions of use contained within each of those websites. Yoga with Kiki is not liable or responsible for the accuracy of any information, data, opinions or statements on these websites or the security of any link or communication with those websites. The fact that Yoga with Kiki provides a link to a third-party website does not mean that Yoga with Kiki endorses, authorises or sponsors that website.

**Disclaimer**

**Usage Policy**The information provided on this site is for educational purposes only. Participate at your own risk. Make sure you exercise in a light area, with enough free space around you. Wear comfortable clothing so you can move freely.
If you feel dizzy, lightheaded, faint or if you experience any other discomforts, stop exercising immediately and consult a medical doctor. You are responsible for your condition during your workout. Exercise within your limits. Never force or strain. Seek attention and advise as appropriate.
Before any workout you should stretch to warm up and cool down afterwards. Not warming up, cooling down and stretching properly might result in personal injury. You should avoid alcohol and drugs before practice. Also, no heavy meals for two hours before workout. Keep yourself hydrated before during and after your yoga practice.
We do not recommend that you attempt any of these poses or yoga exercises without suitable experience and supervision. We offer no medical advice. You should consult a medical practitioner before attempting any exercise and particularly yoga, to ensure that you do not injure yourself. This is particularly important if you are overweight, pregnant, nursing, regularly taking medications, or have any existing medical conditions. This site may not be tailored to match your physical and mental health. We accept no liability whatsoever for any damages arising from the use of this website.
While Yoga with Kiki uses its reasonable efforts to maintain this website in an accurate and up-to-date fashion it may contain some technical or other mistakes, inaccuracies or typographical errors. Yoga with Kiki cannot be held responsible for any mistakes or omissions on this website.

**Limit of Liability:**To the fullest extent permitted by applicable law, Yoga with Kiki will not be liable for any loss or damages arising out of or in connection with your use of the website. In no event shall Yoga with Kiki be liable for any damages whatsoever resulting from the statements or conduct of any third party or the interruption, suspension or termination of any services, whether such interruption, suspension or termination was justified or not, negligent or intentional, inadvertent or advertent.
**Indemnity**As a user of this website, you agree to indemnify us against any loss, damage or cost incurred by us arising out of any violation by you of these Terms Of Use. You will also indemnify us against any claims that information or materials which you submit, post to or transmit through the Site are in violation of any law or in breach of any third party right.
**Disclaimer of Liability**With respect to content available on the website, neither Yoga with Kiki nor any of its employees or agents makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.
**Disclaimer of Endorsement** Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favouring by Yoga with Kiki. The views and opinions of authors expressed herein do not necessarily state or reflect those of Yoga with Kiki, and shall not be used for advertising or product endorsement purposes.
**Governing Law** These Terms Of Use shall be governed by and construed in accordance with the law of the UK and you hereby submit to the exclusive jurisdiction of the Courts of the UK. This will not prevent Yoga with Kiki from pursuing a claim for breach of contract, copyright infringement or otherwise in respect of these terms and conditions in any other jurisdiction throughout the world.

**See our Privacy Statement (below).**

Your privacy is important to us and we want you to know what we do with your data when you use our site or communicate with us.

1. Introduction -
At Yoga with Kiki we respect your right to privacy and comply with our obligations under the British and European data protection acts. The purpose of this website Privacy Statement is to outline how we deal with any personal data you provide to us while visiting this website. By visiting yogawithkiki.co.uk, you are accepting the terms of this Privacy Statement. Any external links to other websites is clearly identifiable as such, and we are not responsible for the content or the privacy policies of these other websites.

2. Types of Information Collected -
We retain two types of information:
*Personal Data* This is data that identifies you or can be used to identify or contact you and may include your name, company name, address, email address, user IP addresses in circumstances where they have not been deleted, clipped or anonymised and telephone number. Such information is only collected from you if you voluntarily submit it to us.
*Non-Personal Data*Like most websites, we gather statistical and other analytical information collected on an aggregate basis of all visitors to our web site. This non-personal data comprises information that cannot be used to identify or contact you, such as demographic information regarding, for example, user IP addresses where they have been clipped or anonymised, browser types and other anonymous statistical data involving the use of our website.

3. Purposes for which we hold your information -
*Non-Personal Data*We use the non-personal data gathered from visitors to our website in an aggregate form to get a better understanding of where our visitors come from and to help us better design and organise our website.
*Cookies*This website uses “cookie” technology. A cookie is a little piece of text stored by the browser on your computer, at the request of our server. We use cookies to improve the quality of our service by storing user preferences and tracking user trends. You are always free to decline our cookies. You can also delete cookie files from your computer at your discretion. Note however, that if you decline our cookies or ask for notification each time a cookie is being sent, some of the features and services of the Yoga with Kiki website may not function properly.
*Personal Data.*We will process any Personal Data you provide to us for the following purposes:(i) to provide you with the information or services you have requested;(ii) to contact you if required in connection with your request or to respond to any communications you might send to us;(iii) to send you the Yoga with Kiki newsletter, event alerts, information about product releases, service notifications and to communicate with you about relevant industry information and activities. This is only pertinent if you voluntarily sign up for this service.

**4. Disclosure of Information to Third Parties -** We do not sell, trade or rent your personal information to others. All information is used solely for our own internal marketing. We may provide non-personal data to third parties, where such information is combined with similar information of other users of our website. For example, we might inform third parties of the number of unique users who visit our website, the demographic breakdown of our community users, or the activities that visitors to our website engage in while on our website. The third parties to whom we may provide this information may include potential or actual advertisers, providers of advertising services (including website tracking services), commercial partners, sponsors, licensees, researchers and other similar parties. We will disclose your personal data if we believe in good faith that we are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

**5. Sale of Business -** We reserve the right to transfer information (including your personal data) to a third party in the event of a sale, merger, liquidation, receivership or transfer of all or substantially all of the assets of Yoga with Kiki provided that the third party agrees to adhere to the terms of this Privacy Statement and provided that the third party only uses your personal data for the purposes that you provided it to us. You will be notified in the event of any such transfer and you will be afforded an opportunity to opt-out.

**6. Security and Online Payments -** Your personal data is held by Yoga with Kiki in accordance with industry best practices. We take all reasonable steps to protect your data. Payments via bank transfer are made to Yoga with Kiki business account. Yoga with Kiki keeps a record of any transactions made to and from Yoga with Kiki business account.

**7. Users under 18 –** Yoga with Kiki content is not directed at users under 18 years of age. When you provide information about yourself as a user, you are thus representing yourself as 18 years of age or older. Our policy is that we do not knowingly collect, use, or disclose personal information about visitors under 18 years of age. However, if we do become aware of having collected personally identifiable information from a user under 18 without consent of a parent or legal guardian, we will remove such information from our servers.

**8. Updating, Verifying and Deleting Personal Data -** You also have a right to have your personal data corrected, if inaccurate, or, in certain circumstances, erased. Please forward any such requests in writing by email to yogawithkiki@outlook.com

**9. Right of Access to Your Personal Data -** To find out what personal data we hold on you or to have your personal data updated, amended or removed from our database, please email us at yogawithkiki@outlook.com

**10. Changes to the Privacy Statement -** Any changes to this Privacy Statement will be posted on this website so you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any time we decide to use personal data in a manner significantly different from that stated in this Privacy Statement, or otherwise disclosed to you at the time it was collected, we will notify you by email, and you will have a choice as to whether or not we use your information in the new manner.

**11. Governing Law and Jurisdiction -**This Privacy Statement is governed by the laws of the UK and is subject to the exclusive jurisdiction of the British courts.

**12. Questions or Comments -**If you wish to contact us to discuss any matter in relation to this Privacy Statement or our processing of your personal data, please feel free to contact us.

**13. Information Controller – Yoga with Kiki** is the information Controller.

**14. ICO registration –**Yoga with Kiki is not registered with the ICO, nor required to do so under their self-assessment guidelines.