# **Terms & Conditions**

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Patricia Creola Yoga's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term Patricia Creola Yoga, 'us' or 'we' refers to the owner of the website whose registered office is: 15 Thornbury Close, NW7 1HH, London. The term 'you' refers to the user or viewer of our website.

The Data Controller of this website is: Patricia Creola, 15 Thornbury Close, NW7 1HH, London. You can contact us by: <u>patricia.creola@gmail.com</u>

The use of this website is subject to the following terms of use:

- 1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- 2. This website may use cookies to monitor browsing preferences.
- 3. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
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- 7. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- 8. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 9. Your use of this website and any dispute arising out of such use of the website is subject to the laws of the United Kingdom.
- 10. Please consult your doctor prior to engaging in any exercise program.
- 11. Please note that due to UK and European law, specifically the General Data Protection Regulation (GDPR), requires us to ask you to accept our Terms and Conditions (and thereby also our Privacy Notice) PRIOR to any information being captured by us that you may provide to us. This is when you complete a contact form, send an email or fill out an enquiry form to request information about or to book our classes, retreats, workshops, massages and/or special events.

## Patricia Creola Yoga Retreats: Terms and Conditions

1. It is the customer's responsibility to check the reservation and ensure that the particulars contained therein are correct. Payment of deposit and associated retreat fees constitutes acceptance of the terms and conditions and privacy policy below.

2. The customer shall pay Patricia Creola Yoga a non-refundable, non-transferable deposit in the sum of £300 of the total amount due for each person named in the reservation.

3. The balance monies due shall be paid by the customer to Patricia Creola Yoga not less than 13 weeks prior to the date of departure. Bookings within the last 13 weeks must be paid in full at time of booking. Payment can be made via bank transfer. Payment Plans are available.

4. If payment of either the deposit or the balance is not received by the due date, Patricia Creola Yoga reserves the right to cancel the reservation and retain the deposit.

5. In the event of cancellation by the customer, regardless of the circumstances, the following refund fees, minus the deposit, apply. The deposit is non-refundable, as mentioned in 2. This applies to balances paid so far and balances paid in full.

Cancellation 6 weeks or less before due arrival date, 0% refund Cancellation 6 to 10 weeks before due arrival date, 25% refund Cancellation 10 to 16 weeks before due arrival date, 50% refund Cancellation more than 16 weeks before due arrival date, 100% refund.

6. Due to teacher cancellations or other situations beyond our control, Patricia Creola Yoga reserves the right to change bookings and shall inform the customer as soon as possible. Alternative arrangements will be offered but we do not accept responsibility for any costs incurred, including airfare.

7. Patricia Creola Yoga is not held liable for flight costs. The customer is liable for any transfer costs outside of those outlined in the retreat information and/or not included in the retreat package.

8. Patricia Creola Yoga reserves the right to offer discretionary discounts and this does not affect the status of any guests who have paid the full price and no discount will then become due to them.

9. The customer shall not use the property except for permitted use and shall not use the property for any offensive, noisy, dangerous, illegal, entertainment, immoral or improper purposes. The customer shall not do or say anything which may be a nuisance, annoyance or offensive to Patricia Creola Yoga, its guests, staff, owners, local residents or partner venues.

Adherence to local customs and traditions is paramount and the customer must research these adequately in advance of travel. The customer will always observe these conditions both inside and outside of the retreat venue during their stay.

10. The customer shall keep all Patricia Creola Yoga and retreat venue's fixtures, fittings, furniture and effects in a clean and good condition and shall replace any articles which are damaged, destroyed or missing with articles of a similar kind and of equal value.

11. Patricia Creola Yoga reserves the right at its sole discretion to terminate use of the venue or any of its facilities by the customer in the event of any breach of these terms and conditions. The customer will be required to vacate the venue and Patricia Creola Yoga shall not refund payment or accept any consequential liability damages or loss.

12. Patricia Creola Yoga retains all copyright licence rights and sole exclusive ownership of the information, photographs and material displayed on its website. The material may not be modified, copied or used in any other way.

13. Patricia Creola Yoga accepts no responsibility for keeping the website up to date and will not be liable for any loss by its failure to do so. We are not responsible for the contents of any links displayed on our website.

14. It is the customer's responsibility to ensure that he/she has all the relevant travel documentation and arrives at the airport in time.

15. Patricia Creola Yoga can accept no responsibility for delay or cancellation of any flights, train, buses, or other forms of transport.

16. Patricia Creola Yoga reserves the right to alter any facility accommodation or yoga activity.

17. The customer must comply fully with all, and any health and safety regulations introduced by Patricia Creola Yoga. The customer must ensure that he/she is medically and physically fit and able to use our facilities and participate in activities. Customers who have injuries or illnesses are advised to seek doctor's advice if practicing yoga. Patricia Creola Yoga is not liable for any injuries to the customer in his/her use of our facilities or participation in activities. A customer must always stop and rest if he/she is feeling any pain or sickness and inform the teacher of this immediately, and of any previous injuries.

18. Patricia Creola Yoga cannot accept any responsibility for loss or damage of personal possessions or valuables of the customer.

19. In the event of a customer having any complaint then he/she will not discuss this with any third party and shall notify the manager as soon as possible whereby every effort will be made to resolve the matter.

20. Patricia Creola Yoga shall not be liable for any failures beyond its control. This covers natural disasters, war, 'acts of God', closure of airports, civil strife, accidents or failure to perform by third parties, including suppliers and subcontractors.

21. Patricia Creola Yoga accepts no liability for loss, damage, injury or illnesses which may be received during the customer's stay or travelling to and from Patricia Creola Yoga's retreat venue(s).

22. We recommend that all customers have adequate travel, cancellation and medical insurance for the duration of the trip.

23. These terms and conditions shall be governed by English Law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding them.

# **Privacy Policy**

#### Our Commitment to Privacy

Your privacy is important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. This privacy policy sets out how Patricia Creola Yoga uses and protects any information that you give Patricia Creola Yoga when you attend a yoga retreat.

Patricia Creola Yoga is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, then you can be assured that it will only be used in accordance with this privacy statement. This information will be stored securely both electronically and/or in hard format. Health/ Personal opinion questionnaires and any subsequent notes will be destroyed/deleted 7 years after the retreat date.

Patricia Creola Yoga may change this policy from time to time. You should check by emailing Seeking Stillness Yoga or checking the website. You can find a full privacy policy statement by visiting the website www.patriciacreolayoga.com or by contacting <u>patricia.creola@gmail.com</u>

This policy is effective from 12th June 2023. The Information <u>we MAY collect</u>:

- name and job title.
- contact information including email address.
- health information to ensure practices are suitable and safe.
- demographic information such as postcode, preferences and interests.
- other information relevant to customer surveys and/or offers.
- we may offer a WhatsApp group as a way of keeping in touch and sharing photographs/videos of the retreat. Participation is optional. Any photographs/videos/ comments shared may be used in future promotional material.

The Information we DON'T collect:

• Credit/Debit Card Information. Online payments are made by the customer and no information regarding bank details is collected by Patricia Creola Yoga.

What we do with the information we gather:

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, or mail. We may use the information to customise the website according to your interests.

If, at any time, you wish your details to be removed from Patricia Creola Yoga's database, please email: <a href="mailto:patricia.creola@gmail.com">patricia.creola@gmail.com</a>

## Patricia Creola Yoga – Online Video Disclaimer

By choosing to use the online yoga classes found on this site or associated with Patricia Creola Yoga, you agree to the following:

- Yoga is an individual experience. You will progress at your own pace, and if you experience any pain or discomfort, you will listen to your body, adjust the posture, and/or stop and rest when needed.
- You understand there is an inherent risk associated with any exercise program including your voluntary participation in yoga that may result in injury. You understand and are aware that the components of yoga are potentially hazardous activities and may cause injury.
- You acknowledge that you have either 1.) had a physical examination and/or have been given permission from your physician to participate in a yoga program or 2.) that you have decided to participate in a yoga program voluntarily and without the approval of your physician and do hereby assume all responsibility for your participation in the online yoga videos or any other yoga activity associated with Patricia Creola and Patricia Creola Yoga.
- You, your heirs, and legal representatives, do hereby forever waive and release Patricia Creola and Patricia Creola Yoga or, its members, teachers, agents and employees from any and all liability and responsibility from injury, accident, illness, legal and medical fees sustained now or in the future resulting from your participation in any yoga videos or activities.
- You understand that Patricia Creola Yoga is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

This policy was last updated on 12-06-23.