

Yoga NRG - Terms and Conditions

Student – Yoga & Mindfulness Courses Events and Teacher Training

These are the terms and conditions (“Terms and Conditions”) which govern the agreement between You and Yoga NRG.

1. Definitions

The following definitions apply in the Terms and Conditions:

“Application” means the Yoga NRG Student Enrolment form applying for enrolment in the Services.

“Commencement Date” means that date on which You sign the declaration on the Application.

“Confidential Information” includes, but is not limited to, any information that is:

- a. marked as confidential; or
- b. is received by You or developed by You during your Enrolment, which relates to processes, equipment and techniques used by Yoga NRG in the course of providing the Services, including but not limited to all training manuals, information, data, drawings, specifications, documentation, source or object code, designs, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as customer lists, financial information and business plans.

but does not include information which:

- c. is generally available in the public domain otherwise than as a result of a breach of this agreement by You;
- d. was known by You prior to the Company disclosing the information to You; or
- e. You are required by law to disclose.

“Covid Protocols” means safety measures deemed by Yoga NRG (and subject to change based on government recommendations or restrictions) reasonably necessary for the protection of our instructors and others participating in the Services.

“You” and “Your” means the individual which is requesting Enrolment, that individual’s successors and assigns and includes any person acting on behalf of and with the authority of the individual.

“Enrolment” means the agreement between Yoga NRG and an individual, or a person acting on behalf of and with the authority of that individual, who has completed the Application.

“Services” means work performed and services provided by Yoga NRG including, but not limited to, providing yoga teacher training, yoga training course, course materials, yoga participation and mindfulness, classes offered in person, online and via Zoom or other similar platforms.

“Yoga NRG” means Tammy Williams Pty Ltd ACN 611 971 969 trading as Yoga NRG, NRG Yoga & Mindfulness and Yoga NRG & Mindfulness Training Australia ABN 24 611 971 969, including its successors and assigns or any person acting on behalf of and with the authority of Tammy Williams Pty Ltd ACN 611 971 969.

2. **Acceptance**

1. On signing the declaration in the Application and accepting any of the Services:
 - a. you accept the Terms and Conditions; and
 - b. Enrolment is granted to You by Yoga NRG, subject to clause 11.1.
2. Yoga NRG reserves the right to amend the Terms and Conditions at any time and Yoga NRG shall notify You of the amendment. If you do not agree to the amendment:
 - a. you may contact Yoga NRG to discuss the amendment; and/or
 - b. you may terminate your Enrolment by giving Yoga NRG 14 days' notice.

3. **Services**

- 3.1. Enrolment grants You the right to participate in the Services.
- 3.2. Yoga NRG may refuse Your participation in the Services should they consider it reasonably necessary for any reason, and at their sole discretion.

4. **Risk**

- 4.1. You acknowledge that yoga is a physical activity and accidents can happen.
- 4.2. You acknowledge and agree that:
 - a. the Services involve a degree of risk of physical harm; and
 - b. by participating in the Services, You are at risk of an accident causing injury, disability, death or economic loss.
- 4.3. You acknowledge and agree that Yoga NRG is not liable to You whatsoever and howsoever for provision of the Services including, but not limited to (to the maximum extent permitted by law):
 - a. any injury, death, disability or economic loss which arises from or is connected with the Services;
 - b. any claim or liability arising from or in connection to any false, incorrect, or misleading information being provided by You to Yoga NRG;
 - c. any claim or liability arising from or in connection with Services not being provided with due care and skill;
 - d. any claim or liability arising from or in connection with the Services not being reasonably fit for purpose; or
 - e. damage to, destruction of or theft of property, or any connected economic loss, arising from or in connection to provision of the Services,

and You, and Your heirs, executors, successors, assigns, administrators and legal personal representatives, release Yoga NRG from any and all liability or claims that You have or may have against Yoga NRG, its employees, contractors, or agents.

- 4.4. You acknowledge and voluntarily assume the risks arising from and connected with participation in the Services and irrevocably waive the right to bring any kind of claim, cause of action or proceeding for loss or damages or any other expense or liability whatsoever.
- 4.5. You indemnify Yoga NRG, and keep Yoga NRG indemnified, for any and all loss or damage suffered which arises from or is in any way connected with:
 - a. any injury, death, disability or economic loss which arises from or is connected with the Services;
 - b. any claim or liability arising from or in connection to any false, incorrect, or misleading information being provided by You to Yoga NRG;
 - c. any claim or liability arising from or in connection with Services not being provided with due care and skill;
 - d. any claim or liability arising from or in connection with the Services not being reasonably fit for purpose; or
 - e. damage to, destruction of or theft of property, or any connected economic loss, arising from or in connection to provision of the Services.

5. Yoga NRG's Obligations

Yoga NRG agrees and acknowledges that it shall carry out the Services in accordance with the relevant laws and statutory standards;

6. Your Obligations and Acknowledgements

You agree and acknowledge that:

- a. You have full authority to enter into these Terms and Conditions;
- b. You have no right to use the Services until after Enrolment has been granted by Yoga NRG, and must cease to use the Services if Yoga NRG terminates your Enrolment;
- c. You are in good physical health and have no known medical or health condition that has not been declared to Yoga NRG in writing;
- d. You are under an ongoing obligation to advise Yoga NRG of any medical or health condition which You suffer, develop, acquire or obtain knowledge of;
- e. it is the responsibility of You to know Your limitations and to consult with a medical professional in relation to any potential health risks or concerns in relation to You participating in the Services;
- f. Yoga NRG are not trained medical professionals and if You have any doubts as to whether You can participate in the Services without risking Your health, comfort or safety, then You will seek and follow expert medical advice;

- g. You understand that it is your sole responsibility to consult with a physician prior to and regarding participation in the Services, if that is necessary. You represent and warrant to Yoga NRG that You have no medical, psychological or physiological condition that would prevent Your full participation in the Services, and that if You do You have received the appropriate medical clearance from your physician prior to using the Services;
- h. You understand that You can modify or discontinue the Services at any time before, during, or after a session, and that it is Your responsibility to keep Yoga NRG fully informed of any changes to your physical or mental health, including physical injuries;
- i. If You suffer an injury while using the Services, You must immediately notify Yoga NRG of the injury, how You think it occurred, and what medical treatment (if any) You are seeking for the injury;
- j. Yoga NRG may refuse to let you participate in the Services if they have formed the reasonable view that your health may be at risk, and they may do so in their sole discretion;
- k. You will comply with the IICT Code of Conduct which is available on the IICT website and is subject to change from time to time;
- l. You understand that all class passes and ongoing membership options are non-transferable and non-refundable; and
- m. You will follow the Covid Protocols.

7. Pre and Post Natal

7.1.If You are planning to be pregnant, are pregnant, or post-natal then You acknowledge and agree that You have discussed Your participation in the Services with your treating practitioner prior to and during the Services, and that you have obtained a medical clearance to use the Services;

7.2. Yoga NRG reserves the right to request a copy of a medical clearance from You; and

7.3.You must only attend the provided pre/post natal Services provided by Yoga NRG, unless otherwise authorised by Yoga NRG in writing.

8. Representations and Warranties

You acknowledge and agree that Yoga NRG makes no warranties or representations regarding the Services including, but not limited to results, classes, staff or training.

9. Terms of Payment

9.1. You agree to pay to Yoga NRG the fee for the Services ("Services Fee") by direct debit, or by any other method as agreed to between You and Yoga NRG.

9.2. The Services Fee is to be paid on the Commencement Date.

9.3. The Services Fee will be automatically debited from Your nominated account every week, fortnight or month (as the case may be as You have elected) commencing on the Commencement Date.

9.4. If Your direct debit payment fails, You agree and acknowledge:

- a. Yoga NRG will continue to debit Your nominated account every week until the total amount is paid; and
 - b. You will be charged a late payment fee of \$10 for every failed payment.
- 9.5. If You do not pay the Services Fee in accordance with clause 8.1, Yoga NRG may:
- a. cease the Services for You until the Services Fee has been paid in full; and
 - b. send Your outstanding debt to a third-party debt collection agency or a solicitor to recover the Services Fee owed to Yoga NRG.
- 9.6. You acknowledge and agree that:
- a. the Services Fee will continue to be payable by You until You provide written notice of termination in accordance with the Terms and Conditions;
 - b. if a third-party debt collection agency or a solicitor is engaged to recover fees owed by You, You will indemnify Yoga NRG from and against all costs and expenses including legal fees on an indemnity basis which arise from or are connected to You failure to pay the Services Fee; and
 - c. Yoga NRG reserves the right to change the Services Fee at any time and will give You a minimum of 28 days' notice of any increase in the Services Fee and, in that time, You may choose to terminate Your Enrolment in accordance with clause 11; and
 - d. the Services Fee may be suspended for a period of time with the written consent of Yoga NRG. Suspension of the Services Fee is at the discretion of Yoga NRG.

10. Confidential Information

- 10.1. Unless You have previous written consent from Yoga NRG, you must:
- a. only use the Confidential Information for the purpose of participating in the Services; and
 - b. not use or attempt to use any Confidential Information in any manner which may prejudice the confidentiality of the Confidential Information or may injure or cause loss to Yoga NRG.
- 10.2. You must at all times store all Confidential Information safely and securely.
- 10.3. You must immediately notify Yoga NRG in writing of any actual, threatened or suspected unauthorised disclosure of any Confidential Information.
- 10.4. Your obligations with regard to the Confidential Information will continue for so long as this information is maintained on a confidential basis:
- a. by Yoga NRG, in the case of Confidential Information pertaining to Yoga NRG's business; or
 - b. by Yoga NRG's customers, in the case of Confidential Information pertaining to the business of Yoga NRG's customers.

- 10.5. You indemnify Yoga NRG against all liabilities, costs and expenses which Yoga NRG may incur as a result of any breach of this clause by you.
- 10.6. You acknowledge that damages may be an inadequate remedy for breach of this clause and that Yoga NRG may obtain injunctive relief against you for any breach of this clause.
- 10.7. The obligations accepted by You under this clause survive termination of Your Enrolment.

11. Intellectual Property

- 11.1. For the purposes of this clause, “Intellectual Property” includes but is not limited to trademarks, patents, copyrights, processes know-how, registered designs or other like rights or any right to apply for registration of any of the former.
- 11.2. You must disclose to Yoga NRG promptly and fully all discoveries, improvements and inventions made or conceived by you (either solely or jointly with others) in the course of participating in the Services which are similar to the actual or anticipated services of Yoga NRG or which result from or are suggested by any work performed for Yoga NRG (“Inventions”). Such Inventions, whether or not they contain Intellectual Property rights capable of protection, will be and remain the sole and exclusive property of Yoga NRG.
- 11.3. You acknowledge that Yoga NRG owns all Intellectual Property created by You in connection with the Services, that now exists or that later comes into existence. You assign all Your rights in such Intellectual Property to Yoga NRG. You will do all things and execute all documents necessary to secure Yoga NRG’s ownership of the Intellectual Property.
- 11.4. You indemnify Yoga NRG fully against all liabilities, costs and expenses which Yoga NRG may incur as a result of any breach of this clause by You.
- 11.5. The obligations under this clause survive termination Your Enrolment.

12. Termination

- 12.1. Yoga NRG reserves the right to terminate Your Enrolment for any reason within seven (7) days from the Commencement Date.
- 12.2. If you wish to terminate Your Enrolment:
 - a. You may terminate at any time by giving written notice to Yoga NRG, with the termination to take effect 14 days after Yoga NRG receives that written notice which is to be sent to support@yoga-nrg.com (“Notice Period”);
 - b. the Services Fee will be payable up to and including the last day of the Notice Period; and
 - c. you may continue to use the Services during the Notice Period, unless Yoga NRG has determined, in its sole discretion, that continued use of the Services would put You or someone else at risk.
- 12.3. Yoga NRG may terminate Your Enrolment at any time if you breach these Terms and Conditions, the Code of Conduct, or act in any manner which puts Yourself or others at risk, with such termination being effected immediately upon Yoga NRG providing you with written notice.

12.4. If your Enrolment is terminated:

- a. under clause 11.3 due to Your breach of these Terms and Conditions, You are not entitled to any refund of the Services Fee; and
- b. under clause 11.1 or 11.2, You are not entitled to any refund of the Services Fee, however Yoga NRG may, at its sole discretion, may determine that a refund is payable.

13. Complaint or Grievance

If there is a complaint or grievance between You and Yoga NRG, You and Yoga NRG agree to the following dispute resolution procedure:

- a. the person making the complaint (“Complainant”) will make a reasonable attempt to resolve the complaint directly with the other person involved;
- b. if the complaint is not resolved by step (a) above, then the Complainant and Yoga NRG may attend mediation;
- c. if the complaint is not resolved by step (b) above, the Complainant may lodge a written formal complaint with Yoga NRG as follows:

Contact: Tammy Williams
Email: support@yoga-nrg.com

- d. if the complaint is not resolved by step (c) above, the Complainant may lodge a formal complaint with Yoga Australia whereafter the Grievance Resolution Policy and Procedure of Yoga Australia (as amended from time to time) will apply.

14. General

14.1. Yoga NRG may amend these Terms and Conditions at any time and such amendment will apply to You immediately upon You being notified of the amendment.

14.2. If any provision of these Terms and Conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

14.3. These Terms and Conditions and any agreement to which they apply shall be governed by the laws of Queensland and are subject to the non-exclusive jurisdiction of the courts of Queensland.

14.4. Yoga NRG shall be under no liability whatsoever to You for any indirect loss, consequential loss and/or expense (including economic loss or loss of profit) suffered by You arising out of a breach by Yoga NRG of these Terms and Conditions.

14.5. In the event of any breach of these Terms and Conditions by Yoga NRG, Your remedies shall be limited to damages which under no circumstances shall exceed the total of the Services Fee that were paid by You.

14.6. You shall not be entitled to set off against or deduct against the Services Fee any sums owed or claimed to be owed to You by Yoga NRG.

- 14.7. Yoga NRG may license or sub-contract all or any part of its rights and obligations under the Terms and Conditions without Your consent.
- 14.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party, including restrictions and Government requirements associated with a pandemic, including the COVID-19 pandemic.
- 14.9. The failure by Yoga NRG to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect Yoga NRG's right to subsequently enforce that provision.