



## THE NEW SHALA TERMS & CONDITIONS

### Article 1: Definitions

1.1 **General Terms and Conditions:** The general terms and conditions used by The New Shala, available at [www.thenewshala.com](http://www.thenewshala.com).

1.2 **The New Shala:** Ashtanga Yoga Maastricht, registered at the Kamer van Koophandel (Trade Register) under 73109142, located at Markt 28, Maastricht.

1.3 **Participant:** Any individual attending yoga classes, workshops, retreats, or purchasing class cards, single classes, and subscriptions at or provided by The New Shala.

1.4 **Shala:** The designated room where classes, activities, or workshops are conducted.

1.5 **Registration Form:** The form used to apply for a monthly subscription, through which participants provide personal information and authorize The New Shala to collect the monthly subscription fee via automatic payment.

1.6 **Subscription:** The contractual agreement for attending yoga classes at The New Shala, issued by The New Shala and paid monthly for by the participant by automatic bank payment.

1.7 **Class Card:** A one time purchased card entitling the participant to one or another specific number of yoga classes at The New Shala.

1.8 **Price:** The total cost of the yoga class, workshop, or retreat, inclusive of VAT.

1.9 **Mysore Style Class:** A self-practice class with assistance from the teacher.

1.10 **Led Class:** A class guided by the teacher.

1.12 **Chat & Chai:** Sessions involving mantra chanting, discussions on yoga philosophy, and storytelling from India.

1.13 **Costasiella:** The software application used for booking subscriptions, classes, single classes, and other services provided by The New Shala.

### Article 2: Scope of Application

2.1 These General Terms and Conditions apply to all yoga classes, workshops, retreats, class cards, single classes, and subscriptions provided by The New Shala. By participating, the participant agrees to the applicability of these General Terms and Conditions.

2.2 The New Shala reserves the right to amend these terms at any time. The latest version will be available on the website [www.thenewshala.com](http://www.thenewshala.com).

## **Article 3: Subscriptions and Class Cards**

### **3.1 Subscriptions:**

- 3.1.1 The minimum duration for a monthly subscription is three months.
- 3.1.2 After the minimum duration of three months, the subscription will continue its automatic renewal on a monthly basis unless canceled as described in Article 3.4.
- 3.1.3 The subscription term commences on the first day of the month and expires on the last day of the month.
- 3.1.4 Participants must complete and sign the registration form to authorize automatic payment.
- 3.1.5 The New Shala offers two types of monthly subscriptions: Unlimited (unlimited classes) and 2 times per week (2 classes per week).
- 3.1.6 Subscription fees are collected via automatic payment during the first week of the month.

### **3.2 Subscription Changes:**

- 3.2.1 Changes to subscriptions, such as switching from Unlimited to Two times per week or vice versa, **must** be requested by sending an email to **practice@thenewshala.com** at least 10 working days before the end of the month. Requests made less than 10 working days before the end of the month will not be granted.

### **3.3 Subscription Pause:**

- 3.3.1 Subscriptions can be paused for a maximum of 30 days per year. Pause requests must be sent via email to [practice@thenewshala.com](mailto:practice@thenewshala.com) at least 10 working days before the end of the month. Requests made less than 10 working days before the end of the month will not be granted.

### **3.4 Termination of Subscription:**

- 3.4.1 Termination requests must be communicated via email to [practice@thenewshala.com](mailto:practice@thenewshala.com) at least 10 working days before the end of the month. Termination requests made less than 10 working days before the end of the month will not be granted.
- 3.4.2 Early termination requests due to physical health issues, such as long-term illness, operations, or physical injuries, can be submitted via email to [practice@thenewshala.com](mailto:practice@thenewshala.com) for consideration.

### **3.5 Class Cards:**

- 3.5.1 Class cards are a one-time purchase, each with an expiration period stated on Costasiella and the website.
- 3.5.2 Class cards are non-refundable. Participants are responsible for using the full amount of classes within the card's validity period.
- 3.5.3 Extensions for class cards due to physical health issues can be requested via email to [practice@thenewshala.com](mailto:practice@thenewshala.com).

## **Article 4: Prices, Payment, and Changes**

4.1 The applicable prices and rates for yoga classes, workshops, retreats, class cards, single classes, and subscriptions are published on [Costasiella](#).

4.2 Payments for all services provided by The New Shala must be made prior to participation, either through [Costasiella](#). or bank transfer. Cash payments are not accepted.

4.3 Monthly subscriptions are collected via automatic payment.

4.4 The New Shala reserves the right to amend prices at any time. Price changes will be communicated through the newsletter and announced at the Shala entrance.

4.5 If the monthly payment cannot be collected due to insufficient funds or invalid bank account information, or if the participant reverses the payment, the participant must pay all overdue amounts plus 5% of the rejected payment. Membership may be terminated in accordance with these terms.

4.6 Participants enrolled in educational institutions may receive a 15% discount on subscriptions and class cards. The New Shala reserves the right to amend or discontinue this discount at any time.

#### **Article 5: Reservations and Schedule**

5.1 Participants must reserve yoga classes, workshops, retreats, class cards, single classes, and subscriptions through the online booking system [Costasiella](#).

5.2 Bookings must be canceled up to one hour before the class starts via the participant's account. Cancellations by phone or email are not accepted.

5.3 If a class is fully booked, participants may come to the studio and wait for a free spot at their own risk.

5.4 The current schedule is available on the website. The New Shala reserves the right to amend the schedule at any time.

5.5 Participants should check the website and schedule before attending a class.

5.6 In case of class cancellation, participants will be informed by email or telephone.

5.7 The New Shala will be closed on public holidays.

#### **Article 6: Workshops Payments and Cancellation Policy**

6.1 Registrations for workshops or special activities must be made through [Costasiella](#). A participant's spot is guaranteed only after The New Shala receives the payment.

6.2 Cancellations must be made by email prior to the commencement of the workshop or activity.

6.3 Participants may cancel their registration up to 15 days before the workshop for a refund minus a €20 administrative fee. No refunds will be granted for cancellations made less than 14 days before the workshop.

6.4 The New Shala reserves the right to cancel any program at any time, in the case of workshops or classes reserved by one class card a full or partial refund will be issued.

### **Article 7: Yoga Retreats**

7.1 The payment and cancellation policies, as well as the terms and conditions for yoga retreats organised by The New Shala, are specific to each retreat and will be communicated to potential participants via email.

### **Article 8: The New Shala Rules**

8.1 Participants must reserve their spot via [Costasiella](#). before attending yoga classes.

8.2 Participants should wear comfortable, clean clothes suitable for movement.

8.3 Participants are advised to arrive 10 minutes early for led classes, workshops, Chat & Chai sessions, and conferences.

8.4 For Mysore style classes, the latest entry is one hour before the class ends. Participants must finish their practice at least 10 minutes before the end of the class for relaxation and cleanup.

8.4 Participants must respect the space of the rows, there is space for three rows

8.5 Participants must remove their shoes before entering The New Shala.

8.6 Participants must report any injuries or health issues to the teacher before class.

8.7 Personal cleanliness is required. Participants should use unscented deodorant if necessary. The use of scent lotions or perfume is not allowed.

8.8 Participants must ensure their yoga mats, rugs, and towels are clean and odor-free.

8.9 Participants should help maintain the cleanliness of The New Shala, including the yoga rooms, lounge, dressing room, and toilets.

8.10 It is recommended not to eat later than three hours before class.

8.11 In Mysore style and led classes, teachers may use hands-on adjustments. Participants may decline adjustments at any time.

8.12 The New Shala reserves the right to deny access or terminate the membership of participants who do not adhere to these rules without refund.

8.13 Participants must respect the space of the rows in the Shala. There is space for three rows of five people. Mats must be placed accordingly: the first row must leave space for two rows behind, the second row for one row in front and one behind, and the last row must leave space for two rows in front.

8.14 Respecting the work of the teacher and the practice of other participants is crucial. Therefore, participants should refrain from talking to each other during classes. Communication

with the teacher should be limited to necessary matters and conducted in a low voice to minimise disruption.

### **Article 9: Liability**

9.1 Attendance of all yoga classes, workshops, retreats, class cards, single classes, and subscriptions, as well as leaving belongings in any area of The New Shala, is at the participant's own risk. The New Shala accepts no liability for loss or damage of personal belongings.

9.2 The New Shala is not liable for any injury, damage, or loss resulting from the use of its facilities or participation in classes, workshops, or other activities.

9.3 Participants are advised to consult with a physician before beginning any new exercise program. Participants are responsible for determining whether they are physically and mentally fit to participate in any activity at The New Shala.

### **Article 10: Governing Law and Dispute Resolution**

10.1 These General Terms and Conditions are governed by the laws of the Netherlands.

10.2 Any disputes arising out of or in connection with these General Terms and Conditions shall be subject to the exclusive jurisdiction of the competent court in Maastricht, the Netherlands.

### **Article 11: Personal Data**

11.1 For administration and information purposes, as well as to execute payment orders and update membership records, The New Shala collects personal data of participants. These personal data are handled with due care by The New Shala in compliance with Dutch law for the protection of personal information.

11.2 The New Shala shares these data with their software provider to ensure the proper functioning of the software for The New Shala's activities.

11.3 Personal data, such as email addresses, are used by The New Shala to inform participants of any services and products via newsletter. Participants can unsubscribe from The New Shala newsletter at any time by clicking "unsubscribe" at the bottom of each newsletter.

11.4 If a participant does not wish to receive any communication from The New Shala, they can unsubscribe at any time.