

Terms & Conditions

These Training Course / Event Terms and Conditions ("Terms") apply to enrollment in any courses/events promoted by Northumberland Yoga (the 'agents'). "Customer" means the authorized purchasing individual or entity.

PLEASE READ THESE TERMS CAREFULLY. ANY ORDER FOR TRAINING COURSES /EVENTS OR ANY ACT BY CUSTOMER ACCEPTING THE BENEFITS OF THE TRAINING COURSES SHALL BE CONCLUSIVE EVIDENCE OF CUSTOMER'S ACCEPTANCE OF THESE TERMS.

1. Registration

All registration orders are subject to acceptance by Northumberland Yoga (the 'agents'). Northumberland Yoga (the 'agents') will not be bound by any terms or conditions of Customer's registration order that are inconsistent with or in addition to these Terms.

2. Payment

Fees for courses shall be in accordance with the prices listed in the Course Catalog / Website and in effect on the date of order registration of the course. Northumberland Yoga (the 'agents') reserves the right to adjust such fees at anytime without notice. Customer shall pay Northumberland Yoga (the 'agents') in full for courses at time of booking.

3. Cancellation

Please be absolutely sure that you can make the dates and wish to do the full course before confirming your booking. Any refund will be based on the date the written cancellation request is received by the 'agent(s)'. If the Customer cancels up to 6 weeks prior to the course start they will receive a 50% refund of balance payments. Cancellations within 6 weeks of course start are completely NON-REFUNDABLE. All monies are non transferable between courses.

In the event of the cancellation of an event by the 'principle(s)' (i.e. a cancellation due to circumstances beyond Northumberland Yoga's control), Northumberland Yoga will refund the original booking fee. Northumberland Yoga will use best endeavors to contact purchasers either by phone, email or in writing using the details provided at the time of ordering.

If an event is moved from its advertised venue and / or the date is changed, tickets already purchased may remain valid should the customer wish to attend the revised event. If not, Northumberland Yoga will refund the original booking fee.

Northumberland Yoga will notify all purchasers by phone, email or in writing (using the details provided at the time of ordering) to advise on the validity of the bookings and the procedure for obtaining a refund. Refund requests will usually be accepted up until 1 week prior to the revised event, or 3 days after notification of the change (whichever is the later) unless otherwise notified. In the event of a change at short notice (within 1 week of the event) Northumberland Yoga will notify purchasers of the conditions that apply, and offer a refund if these are not agreeable. Please note, however, it is the customer's responsibility to check whether the event is going ahead at the scheduled date, time and venue.

Northumberland Yoga will always refund via cheque.

4. Work Product

In connection with the performance of a training course, The 'Principle(s)' (Teacher(s)) may deliver to Customer work product, defined as works of authorship, training manuals, documentation, reports, drawings and similar works ("Work Product"). Customer acknowledges and agrees that The 'Principle(s)' (Teacher(s)), its licensors, or its contractors own all Work Product. All Work Product delivered to Customer pursuant to these Terms shall be and remain the property of The 'Principle(s)' (Teacher(s)). The 'Principle(s)' (Teacher(s)) grants to Customer a limited, nonexclusive, nontransferable license to use the Work Product for Customer's internal business purposes. Customer shall not reproduce, copy, display, distribute, modify or prepare derivative works of the Work Product. Any advertised course content is correct at the time of print, however the 'principle(s)' reserve the right to amend the content / schedule without prior notice to suit the level of attendees on the course. Advertised course content should be taken as a general guideline only.

5. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, 'PRINCIPLE(S)' (THE TEACHER(S))' AGGREGATE LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR A COURSE PROVIDED BY 'PRINCIPLE(S)' (THE TEACHER(S)) HEREUNDER, WHETHER FOR BREACH OF CONTRACT OR IN TORT, WILL BE LIMITED TO THE FEES PAID BY

CUSTOMER FOR THE COURSE WHICH IS THE SUBJECT MATTER OF THE CLAIMS. IN NO EVENT WILL 'PRINCIPLE(S)' (THE TEACHER(S)) BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THESE TERMS OR A COURSE PROVIDED BY 'PRINCIPLE(S)' (THE TEACHER(S)) HEREUNDER (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES WHETHER FOR BREACH OF CONTRACT OR IN TORT, EVEN IF 'PRINCIPLE(S)' (THE TEACHER(S)) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE.

6. Agents for the Principle(s) - Exclusion of Liability Clause

In all events, both Northumberland Yoga act as 'agent(s)' for the 'principle(s)'. The 'principle(s)' is/are always the teacher(s) of the course. As such Northumberland Yoga (the 'agents') are in no way responsible or liable for course content or presentation or the conduct of the 'principle(s)'.

7. Severability, Waiver

If any provision of these Terms is held to be unenforceable, these Terms will remain in full force and effect with the provision omitted. No delay or omission to exercise any right or remedy accruing to Northumberland Yoga (the 'agents') upon any breach or default of Customer shall impair that right or remedy, or be construed to be a waiver of any breach or default. A waiver by Northumberland Yoga (the 'agents') of any breach or default under these Terms must be in writing and executed by an authorized officer of Northumberland Yoga (the 'agents').

8. Personal Liability

If you are aware you are going to be late for any course or event, please contact Northumberland Yoga as soon as possible.

It is the responsibility of the customer to inform Northumberland Yoga of any change of address, contact phone number or email address. Please note that our preferred method of contact for customers booking online is by email, so care should be taken to provide a current, valid email address.

Although great care is taken, the customer is entirely and solely responsible for their own safety, health and general well-being. Please advise the 'principle(s)' prior to the course beginning of any known injuries, ailments, disabilities, medication you are taking or anything else that may affect your ability to fully participate in the course. However, you are responsible for taking preventative measures/action – i.e. be sensible – if it hurts, causes any pain or strain – do not do it. The customer is entirely and solely responsible for their own belongings / valuables.

9. Force Majeure

A party is not liable under these Terms for nonperformance caused by events or conditions beyond that party's control. This provision does not relieve Customer of its obligation to fulfill payment obligations.

10. Assignment/Subcontract

Neither party shall assign or otherwise transfer any of its rights or obligations under these Terms, except that Northumberland Yoga (the 'agents') may assign its right to payment to an affiliated company. Northumberland Yoga (the 'agents') may subcontract its obligations under these Terms.

11. Notices

All written notice required by these Terms must be delivered in person or by other means evidenced by a delivery receipt or acknowledgment and will be effective upon receipt.

12. Entire Agreement

These Terms constitute the parties' entire agreement relating to the subject matter. It supersedes all prior communications between the parties. No modification to these Terms will be binding, unless in writing and signed by an authorized representative of each party.

13. Dispute Resolution

Any dispute related to these Terms will be governed by English Law. No choice of law rules of any jurisdiction will apply. I have read the above terms and conditions and agree to be fully bound by them. Entry to the event will not be permitted without these terms being signed and returned to Northumberland Yoga (the 'agents') prior to the event.