

## Terms and Conditions

These Terms and Conditions shall apply, in addition to each announcement for a single yoga event, to all Barbra Noh Yoga yoga events (trainings, retreats or workshops), especially the Open To Grace Retreat in Canggu, Bali, Indonesia. Unless otherwise agreed, the following terms apply.

### 1. Organizer

The Organizer and contract partner is Barbra Noh, Zeppelinstrasse 18, 81541 Munich, Germany ("Barbra Noh Yoga").

### 2. Conclusion of contract

This contract is concluded by the binding registration of the Participant for the yoga event and its acceptance after examination of the eligibility requirements (cf. Section 5) by the Organizer. Registration deadline is 2 weeks before the start of the yoga event.

The contract becomes effective after full payment of the fee in accordance with Clause 3.

### 3. Yoga Event and Registration Fee

#### a) Yoga Event Fee

Yoga event fee can be found in the relevant announcement for each event (training, retreat or workshop) on the website and must be paid in full no later than 2 weeks before the start of the yoga event. The Organizer reserves the right to withdraw from this contract in the event of late payment of the event fee. The Participant is not entitled to any refund of the registration fee.

#### b) Registration Fee

The registration fee must be paid within two weeks of acceptance of the registration by the Organizer. It is non-refundable and counted towards the yoga event fee. The Organizer reserves the right to withdraw from this contract in the event of late payment of the registration fee.

### 4. Location of Yoga Event

- a) For the location of the yoga event please refer to the announcement on the website for the specific event.  
b) If there is a legitimate reason, the Organizer reserves the right to relocate the event or parts of the event to another location, if this is reasonable for the Participant. Reasonability is assumed in particular if the new venue is located within one hour (average travel time by car) from the original venue.

A justified reason exists in particular – but not conclusively - if

- the number of Participants makes the venue too small or too large; or
- due to legal or regulatory orders, the training can only take place at another location.

c) The domiciliary right of the owner and the Organizer applies at the venue and must be complied with. The Participant must treat the premises, furnishings and other property of the owner or the Organizer with care. They are liable for damage caused negligently or intentionally.

d) Each Participant must comply with the hygiene rules. The Organizer reserves the right to exclude Participants who deliberately disregard the hygiene rules from the yoga event for the duration of the disregard. Claims against the Organizer are excluded.

### 5. Requirements for participation and training description

Requirements for participation and the training description can be found in the respective announcement on the website.

## 6. Amendments to training leave

The Organizer reserves the right to change the event schedule (daily timetable) for justified and appropriate reasons. Such a reason exists, in particular,

- to respond to the wishes and needs of the vast majority of Participants; or
- to respond to unforeseeable events at the time of conclusion of the yoga event contract; or
- to comply with statutory and/or regulatory orders.

Changes may include, for example, changes to the yoga event sequence and content (e.g. hands-on adjustment only to the extent permitted by the authorities and/or the law), the relocation of individual training units, changes to the timetable (in particular start, breaks and end), digital teaching (see section 4), relocation of the venue (see section 4), etc. The Organizer ensures that despite any changes, all essential training content is conveyed to the Participant.

## 7. Withdrawal from the contract

Except in the case of withdrawal of the training by the Organizer, the registration and event fee is not refundable, in particular but not limited to if the Participant does not attend individual dates or the yoga event at all.

### a) Contractual right of withdrawal of the Participant

The Participant can withdraw from this contract with 30 days' notice period before the start of the training by written declaration to the Organizer by submitting a medical certificate proving that he cannot participate in the training for health reasons. In this case, 70% of the Training Fee (minus Registration Fee). The Registration Fee is **not** refundable in case of withdrawal. A withdrawal less than 30 days before the start of the training is not allowed.

### b) Contractual right of withdrawal of the Organizer

- i. The training will only be held if a minimum number of Participants is reached. The Organizer reserves the right to cancel the training if the minimum number is not reached and to withdraw from this contract.
- ii. Furthermore, the Organizer is entitled to cancel the training on the basis of statutory and/or official orders. Each Participant will receive a full refund of the yoga event fee (excluding the registration fee) already paid.

c) Legal rights In all other respects, the statutory provisions on withdrawal, termination and revocation apply to the Organizer and the Participant.

## 8. Consumer's right of withdrawal

The following applies to consumers in accordance with § 13 BGB: This contract is a contract relating to leisure activities, which provides for a specific period (training period). Pursuant to § 312g para. 2 no. 9 BGB, the consumer is therefore not entitled to a right of withdrawal, even if the yoga event contract was concluded outside of business premises and/or by telecommunications.

## 9. Pregnancy

For reasons of safety for mother and child, the Organizer advises against taking part in the yoga teacher training during pregnancy.

## 10. Liability of the Organizer

Participation in the yoga event is at your own risk! By registering, the Participant confirms and declares that they have

- been adequately informed of the physical risks and requirements for the yoga event; and
- the necessary fitness and health; and
- consulted a doctor in case of doubt.

The Organizer assumes no liability for health risks, including those that are not yet known to the Participant at the time of participation, in the event of an accident or damage.

The Organizer shall not be liable for any physical damage suffered by the Participant as a result of the Participant's own

conduct or the conduct of another participant. This does not apply to damages resulting from intentional or grossly negligent conduct on the part of the Organizer. Liability for slight negligence is excluded. Furthermore, the Organizer is not liable for equipment and other items that are lost during the yoga event at the event location, unless there is a deliberate or gross breach of duty by the Organizer.

The Organizer is only liable for the culpable violation of cardinal obligations (“schuldhafte Verletzung von Kardinalspflichten”), i.e. those obligations which make the proper execution of the contract possible in the first place and on the fulfilment of which the Participant may regularly rely. The liability is limited to the foreseeable, typically occurring damage.

The above limitations of liability also apply to agents of the Organizer as well as third parties used by the Organizer in connection with the execution of the event.

#### **11. Entire agreement, written form, place of performance, place of jurisdiction, Severability agreement**

- Oral agreements regarding this yoga event agreement have not been made. Amendments and supplements to this agreement, including this participation condition, must be made in writing.
- In the event that the domicile or habitual residence of the Participant is not known at the time of an action to be brought, or the Participant is a merchant, the place of jurisdiction shall be Munich.

#### **12. Subject to change**

The Organizer is entitled to unilaterally amend this Terms and Conditions insofar as this is necessary for the elimination of infringements of equivalence (“Äquivalenzstörung”) arising subsequently or for adaptation to legal framework conditions. We will inform the Participant of any change and inform him of the content of the changed regulations to the Participant's last known e-mail address. The amendment shall become part of this contract if the Participant does not object to its inclusion in writing or text form within 6 weeks of receipt of the notification of amendment.

#### **13. Further provisions**

- Yoga events are held in English or German as announced on the website for the specific event.
- Registration deadline can be found in the invitation announcement on the website. Afterwards, the Organizer is free to accept registrations.
- The Organizer decides on admission to events at her own discretion after examining the application. There is no legal entitlement to participate.
- Participation can only be guaranteed after fulfilment of all admission conditions and payment of the entire registration and event fee.

I have read and accept this Terms and Conditions.

Name:

\_\_\_\_\_  
Place/Date

\_\_\_\_\_  
Signature

*München, Stand: 28.2.2023*

## Sample withdrawal form

If you want to revoke the contract, please fill out this form and send it back to:

Barbra Noh,  
Zeppelinstrasse 18,  
81541 München,  
Email: office@barbranohyoga.com

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*) / the provision of the following service (\*)

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Ordered on (\*) / received on (\*): \_\_\_\_\_

Name of consumer(s): \_\_\_\_\_

Address of the consumer(s): \_\_\_\_\_

Signature of the consumer(s): \_\_\_\_\_

Date: \_\_\_\_\_