

Lava General Terms of Conditions ***(Lava Algemene voorwaarden)***

Article I. These terms and conditions outline the rules and regulations for the use of Lava's website & services.

1. Lava: refers to the services offered by the company: Lava, Meerlenhoflaan 89, 2660 Antwerp/Hoboken (Belgium) registered with the Chamber of Commerce in Antwerp, Belgium, under number BE882.906.866. Any correspondence can be sent to the email address: inesrothmann@hotmail.com

Article II. The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

1. Additional Terms and Conditions: any additional terms or conditions made applicable to a specific service organized by Lava.
2. Application form or application process or Student Record Form: The application form of Lava that has to be filled out and signed by the aspiring participant prior some services (mostly Teacher Trainings) of Lava. These services may have the stipulation that the participant must meet certain qualification's before being accepted to the training. Once the application form is filled out, signed and turned in by the aspiring participant, Lava will let the requesting participant know if they are accepted into the training). In the case of Birthlight courses offered by Lava, the term `Student Record Form` will be used instead of application form.
3. Classes: indicate any regular occurring class we offer on our regular weekly schedule, but which are not necessarily grouped together into a course.
4. Courses: refers to a fixed set of classes combined under a certain theme and over a specific period of time, usually a class that is repeated over a number of weeks (e.g. 3-week course Mama-baby yoga).
5. "Client", "You", and "Your" refers to the person accessing this website, or the person who has booked or participates in a service provided or coordinated by Lava and accepting Lava terms and conditions.
6. Continuing Professional Development (CPD): courses for clients who have finished their primary education as a yoga teacher or similar in a range of different topics.
7. Default: to fail to do something, such as pay a debt or a deposit, that you legally have to do.
8. Deposit: When a deposit is requested to hold a spot for a service, the client is required to transfer the amount mentioned to the Lava bankaccount, within the time mentioned in the agreement. Failure to do so in time will result in default: the reservation is no longer held, and; any financial discounts such as early-bird discounts may not be applicable. Applications will be taken on a "first come first served" basis and students who have paid their deposit will have



- priority over those who have not. We reserve the right to refuse a place to students who have not paid their deposit or full fees by the required date.
9. Financial Agreement: the signed agreement between Lava and the (aspiring) Client that stipulates the financial terms and payment dates agreed to.
 10. Force Majeure: an unexpected event such as a war, crime, or an earthquake which prevents someone from doing something that is written in a legal agreement. Lava is not liable under these circumstances for nonperformance caused by events or conditions beyond Lava's control. This provision does not relieve the Client of its obligation to fulfil payment obligation.
 11. Price: the total price of a service, including the deposit.
 - a. Early-Bird Price: a discounted price that is conditional that the participant pays the full discounted price by a specific (early) date, stated on the workshop or event page.
 12. Lava services: including but not limited to: group or private yoga, mindfulness, relaxation, massage or movement or meditation classes, courses, workshops, (teacher) training, or relaxation treatment.
 13. Student (or client): the person who attends or wishes to attend a class, course, workshop, private session, teacher-training or treatment.
 14. Teacher/Tutor: the person who has been contracted by Lava to teach classes, give private sessions, workshops, events or trainings. In the case of Birthlight courses: a Teacher is called a Tutor.
 15. Teacher Training: any teacher training organized by Lava and/or in partnership with an external party, that trains its participants in their further development as yoga teachers.
 16. Treatment: a relaxation session provided to the Client by Lava.
 17. Website: the website of Lava at www.lava.yoga
 18. Workshop: A workshop or similar given or to be given by Lava. It is an intensive gathering around a topic usually offered in half a day or one or more days after each other (e.g. Mindful bevalen met je partner).

Article III. Establishment of agreements

1. Lava "General Terms and Conditions" is a legally binding document that apply to participation in all services, promotion, interaction with our website, activities, contracts and agreements for booking services (online and in our premises), promoted or hosted by Lava.
2. By buying any services at Lava, we assume you accept these terms and conditions in full. Lava reserves the right to vary or revoke any of the General Terms and Conditions from time to time which it may consider necessary or suitable for the regulation of the governance of the studio & the conduct of Clients. The most recent version of the Terms and Conditions is always the version that is applicable and is always available at the Website. Lava will announce any amendments to the General Terms and Conditions in advance by e-mail.
3. Deviations from and additions to, concluded agreements of these general terms and conditions are only valid if and insofar as these have been explicitly confirmed in writing either directly to the Client or published on Lava's website by Lava.
4. If one or more stipulations in these General Terms and Conditions at any time wholly or partially be void or destroyed, then the remainder of these general terms and conditions remain fully applicable.
5. In some cases, we may add Additional Special Conditions to cover a specific event or retreat or training. These will be published on the page that advertises this service on Lava website.



6. The General Terms and Conditions shall be governed by the laws of Belgium & subject to the exclusive jurisdiction of the Belgian Courts/Antwerp.

Article IV. Becoming a Lava Client

1. Participation in any of Lava activities – be it paid or unpaid, on site or off site, means (by default) that you are a client of Lava.
2. Clients may participate in our classes, training, courses, or other activities during the term of the specific terms determined by the product or service type and conditions.
3. When a person has turned in a signed Application Form including the General and Additional Terms & Conditions, and paid / or the first or total instalment, and fulfils the requirements of that class, course, workshop, or training, they shall become a Client of Lava.

Article V. Schedule and opening

1. The current class, course, workshop and training schedule is listed on our website.
2. In the event of force majeure, unforeseen circumstances, including illness or transportation problems of the teacher, Lava reserves the right to change our schedule at any time, to cancel a yoga class, training day and/ or to change the teacher.
3. Likewise, if a class, course, workshop, or training, has insufficient number of participants, Lava reserves the right to change our schedule at any time, to cancel a class, training day and/ or to change the teacher.
4. Lava is open on the times advertised on the website, but reserves the right to close its doors on public holidays or on other days as needed.

Article VI. Limitation of liability

1. Lava strongly recommends that you consult with your physician before beginning any exercise program. You should be in good physical condition and be able to participate in the exercise. It is the Clients's responsibility to ensure that they are capable of undergoing undertake strenuous physical activities, yoga or other activity classes, courses, workshop, teacher training or retreat, that they attend.
2. Clients accept the risk of injury from performing yoga or other exercises. When participating in any exercise or exercise program, there is the possibility of physical injury. If you engage in this exercise or exercise program, you agree that you do so at your own risk, are voluntarily participating in these activities, assume all risk of injury to yourself, and agree to release and discharge Lava and all its agents (teachers and trainers' consultants) from any and all claims or causes of action, known or unknown, arising out of participation in Lava services or its agents' negligence.
3. Lava and all contractors used by Lava are 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.
4. Lava accepts no liability for loss or damage to property or injury of clients or their guests to them on the premises or outside.
5. Although we strive to only provide correct information on our website, we are not liable for any inaccuracy and no rights can be derived therefrom.



Article VII. General Guidelines & Code of Conduct

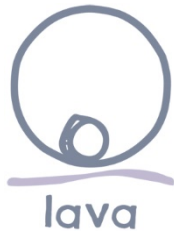
1. Personal belongings are brought into Lava premises at the client's risk and Lava does not accept liability for any loss or damage whatever to such items. For security reasons, clients are advised to take small valuable personal belongings with them into studio or treatment room.
2. Arriving on time is required in-order to enter the room at least 5-minutes prior start of class, course, workshop, or training. In some cases, late arrival will mean no entrance or postponed entrance, with no refund.
3. Clients are requested to wear a form or dress appropriate to the practice of Yoga and other movement classes. Body and clothing should cover private parts, be hygienic and clean and free from strong smells or cologne.
4. Clients are requested to give written notice to Lava of any change of address, email or contact number. Failing such notice, all communications sent by Lava shall be assumed to have been received by the Client within 5 days of emailing or posting to the last email or post address notified to Lava.
5. Lava reserves the right to withdraw, suspend or refuse our services without any refund of any service fees paid already, to any Client whose conduct is, or may be deemed to be in reasonable opinion, injurious to the character or sphere of Lava; or persons who do not observe Term & Conditions; or where such expulsion is otherwise to be in the interests of the other Clients or Staff.

Article VIII. Service Agreements

1. Clients may enter into service agreements such that they pay an agreed upon special rate for a specified time period, for a series of classes or for a course or workshop or for a treatment.
2. The financial agreement may be arranged by cash payment or bank transfer as established under the standard agreements for these transactions under Belgian banking laws.
3. Prices for the different products and services are advertised on the website.

Article IX. Payment, Price Changes & Discounts

1. All classes, courses, workshops, trainings or other activities organized by Lava must be paid for before the services are rendered.
2. Payments can be made by cash or bank transfer.
3. If a client debt cannot be collected, due to insufficient funds, blocking or other reasons (unrelated to Lava technical issues), for example due to a wrong bank number given, a handling fee of at least €5,00 or the amount charged us by the third party financial institutes fees plus €25 admin fee or whichever is more.
4. In the case of non-payment, Lava reserves the right to inform the Client that he/she will not be admitted to attend the class or course or workshop or training and if necessary, to take legal action to re-coup the legally agreed upon fees due.
5. Lava reserves the right to change any or all services advertised and agreed on prices.
6. Any price changes will be announced in advance, by placing statements on the Website, and/or by direct email. The currently applicable rates are always mentioned on the Website.



7. Clients who do not wish to accept a change to the Terms & Conditions or to pay an increase in any fees, may cancel their application for a class, course, event, workshop, retreat, treatment by giving written notice to Lava (inesrothmann@hotmail.com). The notice must be given before or within 30 days after the change to the Terms & Conditions, or within 30 days before or after the increase in fees have taken effect.
8. The client giving notice must continue to pay their fees at the current rate immediately prior to any proposed increase until the end of the term of the running class, course, workshop, event, retreat or treatment.
9. If the above steps are not taken, the price changes will be implemented and the new price or general conditions will be valid.
10. Lava may, from time to time, offer discounts or “early bird” specials for some of their services. These offers are valid only during the dates stated on the website, and are not available to persons who bought same service made on earlier or later dates.

Article X. Reservations and signing in for Classes

1. Please be on time, at least 10 minutes before class starts. This will insure your reserved spot, but you will also have enough time to prepare for your class.
2. We do not accept late entries into class, and reserve the right to send clients away when late.

Article XI. Early Termination of Classes or Courses

1. In the event of prolonged illness or an injury (anticipating more than 2 weeks) or in case of birth/delivery, the Client may terminate the service agreement early. A request for early termination or a longer pause, must be submitted to Lava in writing and must be accompanied by a medical certificate or note from your doctor.
2. This termination may be sent by email to inesrothmann@hotmail.com.
3. The terms of conditions are as follows:
 - a) In case of early termination of a class, no refund will be paid.
 - b) In case of early termination of a course, Lava will withhold an administration fee of 25 euros before any proportionate refund of remaining classes will be made. No refunds will be issued on past classes.
 - c) In case of early termination of a workshop, no refund will be paid. It is at the discretion of Lava to offer the client the possibility to recuperate the missed class at another point in time, if the workshop is offered again and if there are spaces available.
 - d) Additional Terms of Condition may regulate different early termination or cancellation policies (e.g. in case of teacher trainings or CPDs). If that is the case, these will be explicitly stated by each class, course, workshop or any other service provided by Lava.

Article XII : Missed classes, courses, workshops, treatments or other services of Lava

1. If the client does not show up for a class, course, workshop, treatment or other services of Lava, for which the client had entered a service/financial agreement, no refunds will be issued to the Client.



2. It is at Lava's discretion to consider to allow the clients to recuperate a missed class, course, workshop or other services of Lava in the future.

Article XIII. "Right of cancellation" (buyer's remorse) or "Right to cancel"

1. The client has the legal right to change their mind and cancel the product or services bought, within a period of 14 days, from the moment the client signed the agreement.
2. To exercise the right to cancel, the client must inform us of their decision to cancel their contract with Lava by sending a mail to inesrothmann@hotmail.com The date of the e-mail will be considered the last day of their contract.
3. The client will receive a partial refund, according to our cancellation policy.

Article XIV. Cancellation policy

1. Any participation in a scheduled class, course, workshop or teacher training may be cancelled only in writing before the services are rendered. Cancellations can be done by sending an e-mail to: inesrothmann@hotmail.com
2. The client can cancel a booking for a single class or treatment up to 24 hours before the class or treatment starts.
3. The client can cancel a booking for a course or workshop until 7 days before the course or workshop starts.
4. Different terms of cancellations apply for teacher trainings or CPDs. They will be described in Additional Terms of Conditions for each training.
5. If the client cancels a reservation after these cancellation deadlines the cancellation will be regarded as a "Late Cancellation".
6. Consequences of Late Cancellation or a No-Show (reserving but not showing up to class and not informing Lava in time) are:
 - i. Lava will not pay any refund to the Client.
 - ii. In case of a course or workshop, it is at Lava's discretion to agree that the Client may carry over the already paid course fee to a similar course in the future.
7. Lava always needs to be informed in advance about the cancellation. The client can inform Lava by email (inesrothmann@hotmail.com).

Article XV. Lava classes, courses, workshops, teacher trainings or CPDs.

1. The current class, course, workshop or teacher training schedule can be found on the website. Lava reserves the right to change the schedule at any time. If possible, any changes are announced in advance, by email or newsletter.
2. The price for a class, course, workshop or teacher training can be found on Lava website.
3. Payment for a class, course, workshop or teacher training must be paid in full before the start of the event. Registration may be effected by enrolment via sending Lava an email with the request to register.
4. For Teacher Training, a payment plan may be applicable. These payment plans are mentioned on the Application Form of the specific training, under Financial Agreement.
5. In case of participation in a teacher training, the deposit must be paid within the indicated time on the registration form or website. Only then, the application is complete and a reserved spot is secured.



6. The balance needs to be paid no later than the indicated period on the application form, prior to the start date. The client will receive an e-mail from Lava specifying the agreement and deadlines for payment, including if relevant, a payment plan.
7. Payments must be on time or a €25 fee or 10% admin fee (over the outstanding amount) will be billed (whichever is more).
8. Payments for teacher trainings are non-transferable to other courses or people.
9. For some classes, course, workshop or teacher training an “Early Bird Rate” applies. This reduced rate applies until the date specified on the Website or in your confirmation of registration. After this date, the normal rate, which is also specified on the Website, applies without exception.

Article XVI. Participation and Specific Conditions for Teacher Trainings or Continuing Professional Development.

1. Lava hosts trainings and continuing professional development (CPD) courses aimed to support the professional development of current yoga teachers. Clients may consider their enrolment confirmed in a Teacher Training Course or CPD, that require an application, after they have filled out the application form completely, have received approval or acceptance from Lava to participate in the Training, and have paid the deposit within the required deadline stated. Failure to do any of the above does not allow the client to hold a spot in the course.
2. The Teacher Training Teacher Training or CPD has an intensive schedule and curriculum that is physically, mentally, and emotionally demanding. By participating, the client declares that (s)he is healthy on a medical and mental-health level and is ready to fully participate in the demands of the program.
 - a. Lava reserves the right to ask a client to leave the program if found plagiarizing, if their behaviour is disruptive, inappropriate, negatively impacting other clients learning, unethical or violations of the Yoga Alliance ethical guidelines. Under such circumstances client will not be refunded tuition.
 - b. By participating in a Training, the client declares that (s)he is aware that it is their own responsibility to take care of their own health and well-being during such training, at all times.
3. Payment of fees are according to the following terms:
 - c. Unless otherwise specified in Additional Terms of Conditions specific to each teacher training or CPD, a deposit is necessary to secure a place on the course and should be paid at time of booking. The dates are described on the website and the financial agreement.
 - d. The full fee must be paid at least 25 working days before the beginning of the course. The client will receive an e-mail from Lava specifying the agreement and deadlines for payment. Applications will be taken on a “first come first served” basis and students who have paid their deposit will have priority over those who haven’t. We reserve the right to refuse a place to students who have not paid their deposit or full fees by the required date. We also reserve the right to refuse a student application if the student prerequisites / qualifications are not met. Payments must be on time or a €25 fee or 10% admin fee (over the outstanding amount) will be billed (whichever is more). Payments for trainings are non-transferable to other courses or people.
 - e. If “Early Bird Rate” applies, this reduced rate applies until the date specified on the Website or in your confirmation of registration. After this date, the normal rate, which is also specified on the Website, applies without exception.



- f. We advise the students from abroad not to book the flight and accommodations too early (e.g. not earlier than 2 months in advance).
4. If client chooses to early cancel participation in a teacher training or CPD, the client must send a letter by post or email to inform Lava (inesrothmann@hotmail.com). The conditions are:
- a. To cover our administration costs, cancellation will be subject to the following charges* which will be deducted before any refund of fees:
 - Cancellations *up to 25 working days* before the start date: will be subject to 10% cancellation fee with a minimum of 25 euros.
 - Cancellations *up to 8 days* before start date: will be subject to 50% cancellation fee.
 - Cancellations *8 days or sooner* before the start date: No refund of the full course price.
 - Failure to attend the course *without prior written notice*: No refund of the full course price.
 - b. Lava will refund all fees paid in full (or, at your request, carry fees forward to a subsequent course) in the unlikely event of the course being cancelled.
 - c. In very rare occasions, we consider to agree to reschedule your course to a later date. This is at the discretion of Lava and in any circumstance subject to a 25 euro charge. We will only do this once per student, it should be seen as a favour and not a right. It therefore may never be used as a replacement for a cancellation.
5. If a client misses over 20% of training, they risk receiving a non-passing status. In addition, Lava has the right to ask the said person to leave the training (due to the disturbance it may cause). Under such circumstances, client will be given the opportunity to retake the program at a discounted rate in the future, subject to availability.
- a. Re-enrolling in a new course: If client misses too many days in a course, or drop out due to any circumstance, they have the option to re-enrol (fill out an application again) in a future course at a discount of 30%. However, the spot is not automatic and is based on availability. If the training is sold out, client will need to wait for a future training with space available to complete their make-up training.
6. All Lava Teacher Training materials are under copyright protection and cannot be reproduced without the permission of the author. Failure to comply may result in legal action.
7. The current schedule will always be mailed to the participant with confirmation mail. Lava reserves the right to change the schedule at any time.
8. Lava reserves the right to cancel Teacher Training or CPDs if there are insufficient clients. In this case, the fees already paid by the clients will be refunded in full within 14 days of notice.
9. Paying for the program and completing the training hours alone does not mean the client will pass the program.
10. For some Teacher Trainings or CPDs, the client may have acquire a membership or relevant insurance (e.g. as is the case for teacher trainings on behalf of Birthlight).

Article XVII. Governing Law and Dispute Settlement

1. The General Terms and Conditions are exclusively governed by Belgian law.



2. Complaints: Should client encounter a problem during any of our services, please inform Lava immediately, by sending an email to inesrothmann@hotmail.com. We will endeavour to put things right.
3. Any disputes relating to Lava General Terms and Conditions, are settled exclusively by 1st choice) a mediator of Lava's choice, and if this does not settle the case, a competent court in Antwerp or any higher court in Belgium.
4. Please note that Lava cannot be held responsible for the individual behaviour of any other person, client or group member.

Version 1 november 2018