

Terms and Conditions

This website www.kathturneryoga.co.uk and www.kathturneryoga.com is owned and operated by Kath Turner Yoga, Laser Beauty and Therapy Centre, Telford Road, Menai Bridge, Anglesey, North Wales LL59 5DR

To contact us, please email info@kathturneryoga.co.uk

What is in these terms?

These terms tell you the rules for using our website www.kathturneryoga.co.uk and www.kathturneryoga.com and content.

Definitions

In these Terms and Conditions, the following definitions apply:

“Website” or “Site” means the web site at the URL www.kathturneryoga.co.uk and www.kathturneryoga.com or replacement site(s) from time to time.

“Services” means any information and services ordered and/or provided by Kath Turner Yoga as published on our website. These services are made available from or via our website, and include classes taught via the Zoom platform, our studio or at community venues and all services offered as part of any class, course, workshop or event. Any electronic information supplied to you by Kath Turner Yoga will constitute part of “Service” not a Product and cancellation rights will apply accordingly. “Products” means any products offered for sale on the website or sold to you in person.

“Student/client” means any person that has purchased or made use of one of our yoga services or products.

“Teacher” refers to Kath Turner or any replacement teacher(s) from time to time.

“Us”, “We” and “Our” means the business of Kath Turner Yoga

“I” means Kath Turner

“Events” and “Event” means classes, workshops, courses, private tuition and/or events offered by Kath Turner Yoga

Terms & Conditions

These Terms and Conditions include terms and conditions relating to the services and products provided by Kath Turner Yoga on the website and in the studio, classes, courses, workshops and events. They also include general terms and conditions for use of this website. These terms and conditions additionally include our Privacy Policy and our Covid Policy which are both made available on our website. Please check these terms and conditions from time to time to ensure you understand the terms that apply at that time.

These Terms and Conditions are incorporated into the Health Questionnaire that you fill in before engaging with our services and you are subject to these Terms and Conditions when purchasing our services or products and/or using our website.

Kath Turner Yoga reserves the right to vary and revoke these Terms and Conditions from time to time. Any such changes will be published on the Website and, until revoked, are binding on you. Please check these terms and conditions each time you visit our website to ensure you understand the terms that apply at that time.

Please read our Terms and Conditions carefully. Your use of this website, the purchase of any Products or Services on this website or in the studio, classes and events will be subject to these terms and conditions and you now hereby agree to our terms and conditions.

By purchasing a product (s) and/or booking a class, private session, workshop, course or event (in person, online via Zoom or online pre-recorded) with Kath Turner Yoga you are entering into a contract which has the following conditions:

Contract Information

No contract will exist in relation to the Services or Products until we have confirmed to you by email the particulars of your order, the value of your order and the Products or Services (as applicable) you have purchased.

Pricing

Information displayed on our Website as to pricing and availability of a Service or Product is subject to change by Kath Turner Yoga without notice.

Health Questionnaire and GDPR Consent Forms

You are required to fill in a Health Questionnaire and GDPR Consent form prior to participating in a Kath Turner yoga event (yoga and/or meditation private tuition, class, course or workshop) and you are responsible for ensuring that you disclose any medical conditions or injuries to Kath Turner Yoga. It is your responsibility to inform Kath Turner of any changes to your health (from the original date of the health questionnaire form) so that your health information is accurate and up to date. The Health Questionnaire and Consent Form can be downloaded from the Home Page of our Website. By signing the consent form, you are signing that you have read and agree with our full Terms & Conditions.

Kath Turner Yoga may, with your permission communicate with you by electronic mail ("email"). By providing an email address to Kath Turner Yoga you consent to receiving email communications from Kath Turner Yoga, including notices pursuant to the Terms and Conditions. You also accept any risk that email may not be a fully secure and confidential means of communication. Kath Turner Yoga will not be liable for any loss or damage suffered as a result of communicating with you in this manner. You are advised to also refer to our Privacy Policy.

You are required to give written notice to Kath Turner Yoga of any change of address, email or contact number. Failing such notice, all communications shall be assumed to have been received by you within 5 days of mailing to the last address notified to Kath Turner Yoga.

Kath Turner Yoga reserves the right to refuse access to any individual if, in its absolute discretion, it considers that the health of that individual concerned may be endangered by participating in the class, workshop, course or event.

Medical Issues, Mental health issues, Injuries and Pregnancies

Please be aware that we cannot offer you medical or mental health advice.

You are advised to first seek medical advice if you have concerns over your physical and/ or mental health prior to participating in a Kath Turner yoga and/or meditation event in order to establish the suitability and safety for yourself. This is of particular importance if you have any blood pressure, heart or weight issues, have an existing medical or mental health condition, are taking regular medications, have a recent injury, are pregnant or nursing or have any other health issues which may be exacerbated through attendance of yoga and/ or meditation classes and events.

If you find that you are pregnant, please let us know as soon as possible as some of our classes and events will not be suitable for you. If you choose not to tell us about your pregnancy, Kath Turner Yoga will accept no responsibility for any injuries or issues that may occur as a result of doing a class.

If you have given blood on the same day that your yoga class or event is on please rest and refrain from attending class.

If you have experienced any significant life events in the last 12 months for example, bereavement, diagnosis of terminal illness, surgery, or chronic and enduring ill physical health or mental health condition (s), please first consult with your GP, or mental health practitioner to establish the safety and appropriateness of taking part in our yoga and/or meditation classes or events

You must avoid taking any alcohol, drugs (unless prescribed and guided by your GP) and heavy meals before taking part in our yoga/meditation classes or events. Always consult your G.P if you are taking any medication which you feel may affect your ability to practice yoga and/or meditation.

When taking part in our yoga and/or meditation classes and events wear comfortable clothing which does not restrict your movement or breathing. Ensure also you remain adequately hydrated before, during and after the class or event.

Where you are taking part in live-streamed classes, please note that the teacher (Kath Turner or any replacement teachers from time to time) may not always be able to see you at all times. Where you have declared a health condition, please contact Kath Turner Yoga before the class if you would like to request that you are provided with suitable modifications or adjustments wherever possible. Please note, where you are taking part in a pre-recorded class, you will not be able to request specific adjustments or modifications.

In all classes and events whether face to face, live-streamed remote or pre-recorded remote, always follow your teacher, (Kath Turner's or any replacement teachers from time to time) safety instructions and listen to your body. Please note it is your responsibility to ensure that you can safely and comfortably practise yoga and do so within your limits. If at any time you feel dizzy, faint, experience pain or any other physical symptom, stop practising immediately inform your teacher and consult your GP as needed. Where a movement or class is beyond your experience or ability, feels too difficult for you, or you experience any discomfort, please do not continue the movement, class or event.

Kath Turner Yoga accepts no responsibility for any client who does not follow the instructed class or has not disclosed medical conditions or recent injuries. You are responsible for your physical, mental and emotional health during any yoga and/or meditation class or event so please listen to monitor and take care of yourself throughout as you feel appropriate. Please be aware that it is your responsibility to inform the teacher if you feel unwell or experience any discomfort.

Kath Turner Yoga reserves the right to refuse access to any individual if, in its absolute discretion, it considers that the health of that individual concerned may be endangered by participating in the class, workshop or event.

Payment Terms for services or products

Kath Turner Yoga warrants that the Products and Services will be supplied with reasonable skill and care.

All payments for Services and/or Products are made via [strike.com](https://www.strike.com) on our website or via BACS or cheque (Details for the latter can be provided to you upon request)

Please note that the rights of cancellation, refund or limitations set down in these terms and conditions do not affect your statutory rights as a consumer

Live Online Classes and Community classes are sold by the month or term (in blocks that may vary between 4- 8 weeks) or such other combinations as Kath Turner Yoga may introduce from time to time. Classes whether online or in person, are paid for as "block payment" for either the term or the month ahead. All classes are therefore booked and paid for in advance for the term or month.

Classes you have paid for can only be attended by you. You are not permitted to transfer classes or online class links to any other person. Any assignment, transfer or disposal of classes, workshops or events is at the sole discretion of Kath Turner Yoga and may only be permitted in exceptional circumstances. Class fees are non-refundable.

Cash and "drop in" payments for in person community classes will be at the discretion of Kath Turner Yoga and only when it is deemed "Covid safe" to do so.

Class or event fees may be increased by Kath Turner Yoga at any time. You shall be given no less than 7 working days written notice of any increase in class prices.

When you are purchasing a class you are paying for a class or event and not an instructor. Instructors are subject to change without notice.

Block booked classes: By booking a block of classes you have a confirmed place in that class. If you are unable to make any of the block there is no facility to extend, come to another class, or receive a **refund**. All class fees are **non-refundable**. Term or monthly payments are neither non-refundable nor eligible for transfer except for medical reasons and with doctor's certificate. If a **discretionary refund** is given for any reason, this will be calculated by adding up the single price of each class used in that term and taken off the total amount to be refunded.

If a **class is cancelled** by Kath Turner Yoga for any reason, we will make every effort to contact you via email or telephone to let you know. Under these circumstances, all clients who have pre paid for the cancelled class will either have the price of the session refunded or transferred to the following term or month.

If you have been advised by a doctor not to continue with any form of exercise due to an injury or a permanent medical reason and your term payment is still valid, please get in touch with info@kathturneryoga.co.uk immediately.

Booking and Cancellation Policy for Private yoga and/ or meditation classes

Payment is due in advance of a live online appointment and for appointments in person.

Please note I, Kath Turner, may have commitments straight after, **so start times and end times will be adhered to**. If you are **late** for the class, I will try to teach the full class time but I reserve the right to finish the class at the agreed time.

For private one to one yoga tuition you agree to our **24hr notice policy when cancelling and/or rescheduling** an appointment. Cancellations/changes may be made with no charge as long as at least 24 hours' notice is given in advance of the start time of the class. The **Cancellation** period is 24 hours given in writing via email to info@kathturneryoga.co.uk. Cancellations more than twenty-four (24) hours prior to scheduled session will receive full credit towards a future Private yoga class. If less than 24 hour notice is given for a booked class, or if you miss it, the session will be charged in full.

Booking and Cancellation Policy for Workshops and Day Events

For events that are a full day or less, then **full payment is required at time of booking** to secure your place. **If you cancel** with more than 28 days notice in writing then full payment less than £10 admin fee will be given. Cancellation between 28 and 14 days, 50% refund will be given. Cancellations between 14 and 7 days, 25% refund will be given. Cancellation less than 7 days – no refund, nor credit or alternative will be given. You may be able to send a substitute in your place, but only if this is first agreed by Kath Turner Yoga.

In the event of **Kath Turner Yoga cancelling a class, workshop or event (online or face to face/in person)** we will refund you all deposits and payments you have paid. We cannot however compensate you for travel costs you may have incurred. Kath Turner Yoga is not liable for any costs incurred due to cancellation or changes caused by unforeseen events (weather, loss of venue or facilities, or any other event beyond our control). It is expected that adequate insurance is taken out by you to cover you for any losses you may incur.

Kath Turner Yoga reserves the right to amend this booking and cancellation policy at its sole discretion.

Further enquiries about booking a class or event can be made through the website e mail address which can be accessed at <http://www.kathturneryoga.co.uk> contact page and e mail info@kathturneryoga.co.uk

Gift Vouchers

All gift vouchers have an expiration date of 6 months of purchase if not used and are non-refundable.

All gift vouchers sold by Kath Turner Yoga are non transferable

Products

Kath Turner Yoga will credit or exchange all sales of goods within seven (7) days with a valid receipt if they are unused and in saleable condition.

Yoga mats can only be returned if they are still in their packaging.

All sale items are final sales.

Face to Face/In Person Teaching: Classes Workshops and Events

Additionally see our "Covid Policy" document

General Guidelines

You must at all times observe the class or event guidelines which may be notified to you from time to time and you are requested to comply with any reasonable directions which Kath Turner Yoga may issue to ensure the smooth operation of the class or event for the convenience of all those attending

Kath Turner Yoga reserves the right to refuse admission to any class or event.

The length of a term of classes varies between 4 - 8 weeks in length.

Classes, workshops and events are always subject to availability however at Kath Turner Yoga we will always do our best to accommodate you in your chosen class. Class size is limited and Kath Turner Yoga operates a "first come first served" booking policy. Classes require three or more people in order to take place. You are advised to also read our Covid Policy with regards to the current maximum limit of people permitted in a face to face class. Kath Turner Yoga reserves the right to change the class schedule if deemed necessary from time to time, including cancellation of individual classes and change of instructor without notice. Details of class times may vary from time to time. Class, workshop and event times and details, including location, are made available on our website.

The number of available spaces at **Talwrn Village Hall** is limited to 16 maximum. Due to the Covid situation, numbers will be less than this and will be in accordance with Governments latest guidelines. Refer also to our Covid Statement for further information. Kath Turner Yoga reserves the right to refuse entry.

You must arrive at least 10 minutes before the start of your class to get ready for the class.

If you regularly attend our classes you agree to inform us should you be unable to attend on a particular week. If the class is fully booked, if you are absent for more than two weeks (without emailing Kath Turner Yoga) your space may be offered to those on the waiting list.

In the interest of **hygiene** you are encouraged to bring your own yoga equipment to "in person" community classes. To take part in our classes, workshops or events you will need a yoga mat, a blanket, yoga belt, a yoga brick and block(s). Some spare props may be available at "in person" community yoga classes but only when it is deemed "Covid safe" to do so. These props will be wiped down with a sterilising solution before and after each class.

It is recommended that you wear comfortable clothing which does not restrict movement or breathing; also ensure you remain adequately hydrated before, during and after the class.

Under 16 Policy

Kath Turner Yoga Classes and events are for adults only. Individuals under the age of 16 cannot attend any Kath Turner Yoga classes or events. However individuals with a minimum age of 16 are allowed to attend community group classes (not online) providing they are accompanied by an adult and when under their care and supervision, however Kath Turner Yoga reserves the right of refusal for any minor to practice.

Lateness Policy:

Classes start promptly at the advertised times. You need to arrive at the class (or login in to the online class) with enough time to settle before the class starts.

Out of consideration for the teacher, Kath Turner, and other students, please endeavour to arrive on time. If however you are late due to some unforeseen circumstance you are welcome to either log in a few minutes late for an online class or, for an "in person" class, enter the class quietly and place your mat on a marked out space at the back of room then, take your time to settle and warm up and join in with the class when you feel ready.

Personal Belongings and Lost Property

All personal belongings are brought into the class or event premises at your own risk and the Kath Turner Yoga does not accept liability for any loss or damage whatsoever to such items

For security reasons you are advised to place all your valuables in a safe place.

Kath Turner Yoga accepts no responsibility for any property left on the premises. All items found will be put into lost property and will be taken to a charity shop within a month if not claimed. Any jewellery or keys found will be kept for a longer period of time. If you think you have left something behind, please give us a call straight away so we can have a look and put it aside for you to pick up if found.

Dress

You are requested to wear comfortable clothing that is easy to move in and preserves your dignity throughout the full range of movement that constitutes a yoga class. For safety, and to facilitate support and movement, classes are performed barefoot or specially designed yoga toe sox can be worn

Safety and Hygiene for Community Classes

Refer also to our "Covid Policy"

For safety reasons and because you are barefoot – No crockery, glass or anything breakable is permitted in any part of the yoga space/hall

If you have any contagious foot complaints, please do not walk around the hall barefoot. Please make sure you are wearing safe yoga "toe sox" at all times.

No food is to be taken in to the classes, nor is food to be consumed within the yoga space/hall. Chewing gum is not permitted during class.

You must use the appointed entrance to the class when entering or leaving the class. Fire exits, which are clearly marked, are there in the interests of safety and you must not interfere with these doors for any reason.

In the event of a fire, you are asked to make your way to the nearest available exit.

Remote Teaching Classes: Online Live Streamed and Pre-recorded Classes, Workshops and Events

Online Classes, workshops and events are always subject to availability however at Kath Tuner Yoga we will always do our best to accommodate you in the class, workshop or event of your choice. Class size is limited and Kath Turner Yoga operates a "first come first served" booking policy. Classes require three or more people in order to take place.

Class details will be sent to you via a private invitation or link. You are not permitted to share or make publically available any links passwords or access code you have been sent whether that is for classes, live streamed or pre-recorded.

In a live streamed class the "waiting room" facility may be used on entry to the session in order to keep the session private and only available to those people invited to the class.

Kath Turner Yoga reserves the right to make use of any facility to remove a student in the event of any unauthorised person joining the session, or any behaviour that is deemed to be unacceptable.

You need to allow 10 minutes prior to the class starting to get set up properly, to be comfortable and in the right place.

You are asked to log in a few minutes early.

It is your responsibility to ensure that you have all the equipment that is required to adequately take part in the online class or event; yoga mat, blanket and props brick, block(s), belt, cushion and water. You must also ensure that the space that you are practising in is safe, clear and clutter free with adequate space to practise safely.

You must mute your online microphone prior to the start of the class in order to avoid background noise interfering with the delivery of the class and to ensure efficient facilitation. If your microphone remains unmuted Kath Turner reserves the right to mute your microphone from her devise. Once class has started you can use hand gestures for any essential communication and these will be explained beforehand e.g. thumbs up can be a sign of agreement, hand up for a question. If you log in to an online class a few minutes late you must ensure you have first muted your microphone.

Participant Rules:

You must read the following “Student Guidelines for remote/online sessions” before taking part in an online class, workshop or event

Before taking part in a Live Streamed Class, workshop or event you must first complete and submit a Health Questionnaire to Kath Turner Yoga and acknowledge your understanding of the remote learning disclaimer. If you are an existing student you do not need to complete an additional health questionnaire but you will still need to acknowledge the remote learning disclaimer and notify your teacher of any changes to your existing health questionnaire. If you are a new student you may also be asked to go through a brief online or phone assessment interview. This is a one off process. Any new and current changes to your health should be brought to the attention of your teacher, Kath Turner , prior to the class or event you are about to take part in and it is your responsibility to inform Kath Turner of any such changes in your health.

You must act responsibly and sensibly at all times.

You must not participate if you are under the influence of alcohol or non-prescription drugs.

Kath Turner Yoga is not qualified to express an opinion that you are fit to safely participate in any organised Kath Turner Yoga live online or pre recorded yoga or meditation classes or events. You must obtain professional or specialist advice from your doctor before participating if you are in any doubt.

Kath Turner is unable to risk assess the space in which you are practising, to the same degree that is possible in face to face teaching. Therefore, you must be aware that by participating in remote / online class or event you agree to be responsible for ensuring you are practising in a suitable safe and clear environment, and that you are healthy enough to participate. Kath Turner Yoga follows “best practice guidelines” and it is your responsibility to follow these student guidelines, as your commitment to keeping yourself safe and injury free.

You must clear enough space to safely carry out the exercises without hitting items around you and check that the device you are using is securely positioned and will not interfere with your movement.

You agree to listen to your body and to follow any safety instructions or suitable modifications or adjustments to the exercise as instructed. You also agree not to continue with a class or a movement that is too difficult for your level of experience or ability, or if you feel any discomfort or pain. You agree not to continue with a meditation class or event if it does not feel suitable for you.

Live Streamed Online Classes, Workshops or Events delivered by Kath Turner Yoga are restricted to a number of invite only participants. During the class, you (or anyone else who comes into the frame, including children) may be visible to other participants. You must switch off your video if you do not wish to be seen by other participants or may be disturbed during the class by other people. Kath Turner Yoga may occasionally record the class in order to make classes available afterwards. In such instances you will be asked to give your consent to recording, in accordance with GDPR legislation, when you join a class, and that is recorded onto the Zoom cloud.

If you want to be seen by the teacher, Kath Turner position your camera so that you are within view. Although you may appear on video link during the live stream of the class you understand that Kath Turner may not be able to see you clearly or instruct you individually as is possible in a face to face/in person teaching scenario.

You understand that any **Kath Turner Yoga Pre-Recorded Sessions** cannot be adapted to suit any particular requirements you may have.

Intellectual property: The copyright to Kath Turner Yoga recordings, (video or audio) is owned by Kath Turner. Reproduction, transmission or sharing of any Kath Turner Yoga video or audio recordings (in part or full) is strictly prohibited without the prior consent of Kath Turner.

By accessing and participating Kath Turner Yoga Live online or pre recorded Classes, Workshops or Events you confirm that you have read and understood our Terms and Conditions and disclaimer.

Dress

You are requested to wear comfortable clothing that is easy to move in and preserves your dignity throughout the full range of movement that constitutes a yoga class or event. For safety, and to facilitate support and movement, classes are performed barefoot or specially designed yoga toe sox can be worn

Safety and Hygiene for Online Classes

You understand your responsibility to follow the student guidelines for remote learning, as your own commitment to keeping yourself safe and injury free.

The environment in which you are participating in the online session needs to be a suitable clear, clutter free space thereby avoiding potential injury and/or damage to possessions.

Important Liability Statement

Kath Turner Yoga events (including private tuition, classes, workshops, courses and events both in person, online live and pre recorded) are undertaken at your own risk. Except where it would be unlawful to do so, Kath Turner Yoga takes no responsibility for any injuries sustained by participation in any Kath Turner events, private tuition classes, workshops, courses or related activities.

The information available on or through this website, and the services supplied via or in connection with this website do not constitute medical advice and it is your responsibility to determine, through obtaining appropriate medical advice, that you are fit and well and that such contents and services are suitable for you. It is not our responsibility to do so. Before commencing any exercise regime, you should consult your doctor.

In consideration of Kath Turner Yoga accepting you as a client/ student, you understand that:

Although there are tremendous benefits to overall health and wellbeing, yoga can be physically challenging and carries with it risks that cannot entirely be eliminated. These include the risk of personal injury, or the exacerbation of existing injuries or conditions, or damage to property around you during your participation.

Neither Kath Turner Yoga, nor its instructors are responsible for any injuries suffered by you caused whole or in part by your failure to faithfully follow the instructions of Kath Turner or any of Kath Turner Yoga instructors.

Neither Kath Turner Yoga, nor its instructors are responsible for loss or damage to your personal belongings.

It is also vital that you supply us with correct health information about yourself on the Health Questionnaire. We cannot be liable for any incorrect information supplied by you to us, you must therefore be careful when filling in the questionnaire and check that its contents are accurate before you submit it. By submitting the questionnaire, you are confirming that the contents are true and accurate to the best of your knowledge and you know of no reason why you should not participate in a yoga and/or meditation class, event or workshop. You agree to notify your teacher, Kath Turner, of any changes to your responses in your healthcare questionnaire before participating in classes subsequent to those changes. Neither your teacher Kath Turner, nor any qualified supply/replacement teachers appointed by Kath Turner Yoga are qualified to express an opinion that you are fit to safely participate in any Kath Turner Yoga organised events. You must obtain professional or specialist advice from your doctor before participating if you are in any doubt and/or if your yoga teacher Kath Turner or any supply yoga teacher appointed by Kath Turner asks you to do so before joining a class or event. Where possible, Kath Turner may offer suitable modifications or adjustments and practices to suit different levels of your experience and ability. Please note, where you are taking part in a pre-recorded class, you will not be offered specific adjustments or modifications.

In all classes whether face to face, live streamed remote or pre-recorded remote, you agree to always follow your teacher, Kath Turner's, safety instructions and listen to your body. Please note it is your responsibility to ensure that you can safely and comfortably practise yoga and/or meditation. If at any time you feel dizzy, experience pain or any other physical symptom, you must stop practising, inform the teacher (Kath Turner) and/or consult your GP. Where a movement or class is beyond your experience or ability, feels too difficult for you, or you experience any discomfort, you are requested not to continue with the class. If you feel that a meditation class or event is not suitable for you, you must discontinue the practise and inform the teacher.

WEBSITE ACCEPTABLE USE

This Website acceptable use policy sets out the terms between you and us under which you may access our website www.kathturneryoga.co.uk and www.kathturneryoga.com. This Website Acceptable Use Policy applies to all users of, and visitors to, our website.

Your use of our website means that you accept, and agree to abide by, all the terms in this website acceptable use policy, which supplements our terms and conditions. If you do not agree to these terms of website acceptable use you must not use our site.

ABOUT US

www.kathturneryoga.co.uk and www.kathturneryoga.com is a site owned operated by Kath Turner Yoga

Our address is Laser Beauty and Therapy Centre, Telford Road, Menai Bridge, Anglesey, North Wales LL59 5DR

To contact us, please email info@kathturneryoga.co.uk

OUR WEBSITE

You must comply with the provisions of our Website Acceptable Use Policy when using our site.

You may use our Website for personal and lawful use and in accordance with these terms and you are not allowed to copy or use any material from our Website for any commercial purpose.

Our website content, services and products are provided for general recreational information and use only.

Our website content, services and products are directed at users 18 years and over. Users 16 and 17 years may use our website, services and products only with the involvement and consent of a legal guardian and under such person's guidance.

It is your responsibility that anyone who accesses our website through your Internet connection is aware of these terms and complies with them.

Our website and social media links may include information and materials uploaded by other users, including, for example, on social media platforms. This information and these materials have not been verified or approved by us. The views expressed by other users on our website or through our social media do not necessarily represent our views or our business values.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied that the content on our site is accurate, complete or up to date.

We reserve the right to withdraw, restrict or change our site at any time and without notice. We will not be liable if for any reason our site is unavailable at any time or if the content is changed or out of date.

VARIATIONS

We may revise these terms of website acceptable use at any time by amending this page or by provisions or notices published elsewhere on our website. Prices for services and products are subject to change without notice. Please check this page regularly to ensure you are familiar with the current version.

INTELLECTUAL PROPERTY RIGHTS

We are the owner and the licensee of all intellectual property rights in our website and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not use any part of the materials on our site for commercial purposes without prior written consent from us. You may not reproduce in any format (including on another website) any part of our site (including content, images, and designs) without our prior written consent. You must not use the Kath Turner brand, logos or marks without written permission.

If, in our opinion, you are in breach of these provisions, your right to use our website will cease immediately and you must either return or destroy (as required by us) any copies of the materials you have made.

The intellectual property rights in all contents of the website and supplied as part of the Products or Services, and in the Kath Turner Yoga logo is owned by Kath Turner Yoga. Except to the extent expressly set out in these terms and conditions, you are not allowed to make any copies of any part of any materials, remove or change anything on the Website, nor include or create links to or from the Website without our written authority. Nor are you permitted to remove or change any copyright, trade mark or other intellectual property right notices contained in any materials or copies thereof. You must not use the Kath Turner brand, logos or marks without written permission.

RELIANCE ON INFORMATION AND LINKS

The contents of our site (including links to other sites and resources provided by third parties) are for information only, and we shall not be liable for any use of, or reliance on, such materials. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

We process information about you in accordance with our Privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. Refer also to our Privacy Policy for further information on how we collect and use the data we collect.

LINKS FROM OUR WEBSITE

Our Website and/or our social media platforms may include links to external sites and co-branded pages. These links are for your information only. Kath Turner Yoga may include links to these sites and co-branded pages to provide you with access to information and services that you may find useful or interesting. However, Kath Turner Yoga is not responsible for the content of these site and pages or for anything provided by them.

LINKING TO OUR SITE

You may link to our home page only if you have first obtained our written consent and provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice.

The website from which you are linking must comply in all respects with our Website Acceptable Use Policy and must be owned by you.

You must not link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

If you wish to make any use of material on our site other than that set out above, please address your request to info@kathturneryoga.co.uk

Prohibited uses of our site

You may use our website only for lawful purposes. You must not misuse our website by knowingly introducing any material which is malicious or technologically harmful. You must not use our site for the uses listed (without limitation) below:-

- any unlawful or fraudulent activity or any activity that has any unlawful or fraudulent purpose or effect
- any activity which breaches any applicable law or regulation, whether local, national or international;
- any activity which may cause or result in harm to a child under 18 years of age;
- sending unsolicited advertising or other content (spam), or entering into any arrangement for such material to be sent;
- reproducing, selling or otherwise handling our site or its contents in breach of our terms of acceptable website use;

- knowingly introducing to our site, or transmit or attempt to transmit to any other site, computer or network, viruses, trojans, worms, logic bombs or other material, code or programme which is malicious or technologically harmful;
- attempting to gain unauthorised access to our site, our software, our server, or any server, computer or database connected to our site; or
- attacking our site via a denial-of-service attack or a distributed denial-of service attack.

You also agree:

- Not to reproduce/copy or re-sell any part of our site in contravention of the provisions of our terms and conditions.
- Not to access without authority, interfere with, damage or disrupt:
 1. any part of our site;
 2. any equipment or network on which our site is stored;
 3. any software used in the provision of our site; or
 4. any equipment or network or software owned or used by any third party.

By failing to comply with this provision, you would commit a criminal offence and your right to use our site will cease immediately and we will report your actions to the relevant authorities.

Contributing and interacting

Our site may offer users the facilities to upload or contribute content or other material, or to interact with other users. For example, some of the services on our website and the social media linked to our website operate by using interactive services. The use of our interactive services by a minor is not permitted. When making use of these facilities, it is your responsibility to ensure that any contribution or interaction is, as far as you are aware, factually correct, represents your honest opinion, and does not breach any applicable law or regulation.

In addition, any contribution or interaction must not include any material which (without limitation):-

- is defamatory, obscene, offensive, hateful or inflammatory;
- is, or refers to material which is, sexually explicit;
- promotes violence, illegal activity or any form of discrimination;
- infringes any other person's copyright, database right or trade mark;
- threatens, harasses, upsets, embarrasses, alarms or annoys any other person, or is likely to do so;
- advocates, promotes or assists any illegal activity; such as (by way of example only) copyright infringement or computer misuse.
- is likely to deceive any person or is made in breach of a legal duty owed to a third party (such as a duty of confidence);
- invades another's privacy or cause inconvenience or anxiety to any person;
- is used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
- gives the impression that the material emanates from us, if this is not the case.

We reserve the right to remove or take down any material or any comments posted by members of the general public on our website or our social media links deemed to be offensive, using insulting language, or displaying disrespectful, harmful, inaccurate, unhelpful, biased or any content we view not appropriate to our business, brand and website.

We are however under no obligation to oversee, monitor or moderate any interactive service we use on or from our website and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by you.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms and conditions upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page each time you revisit our website in order to take notice of any changes we make, as they are legally binding on you. By browsing our website you are accepting that you are bound by the current terms and conditions. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

OUR LIABILITY

Your use of this Website and the services and products is on an “as is” and “as available” basis. On that basis, except as expressly set out in these terms, Kath Turner Yoga does not enter into conditions, warranties or other terms in relation to the Website or the Products or the Services (including any implied term relating to quality, fitness for a particular purpose) or any guaranteed or predicted result.

Kath Turner Yoga cannot be held responsible for any service or equipment not being available for whatever reason. Kath Turner Yoga reserves the right to make alterations to the types of facilities provided, without notice and in its absolute discretion and Kath Turner Yoga shall not be liable for any loss occasioned by such alterations except in so far as loss is by law incapable of exclusion.

Subject to the important liability statement, Kath Turner Yoga is not liable for failure to comply with these terms and conditions due to any event beyond its reasonable control, including, without limitation, the input of incorrect information by you.

The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it (whether by us or a third party), including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect any liability which cannot be excluded or limited under applicable law.

Your Personal Information

Usage of your personal information is governed by the Kath Turner Yoga Privacy Policy, which forms part of these Terms and Conditions. This Privacy Policy can be accessed from our website.

Entire Agreement

These Terms and Conditions for Products and Services, Terms and Conditions of Website Acceptable Use together with our Privacy Policy and Covid Policy constitute the entire agreement between you and us in relation to your use of our website, Services and products, and supersede all previous agreements.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our website.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales