

## **TERMS & CONDITIONS**

By accessing and viewing this website you agree to be bound by the terms and conditions of this website. Srianda, at its sole discretion, may vary or modify these Terms and Conditions without notice. Any subsequent access to, or use by you of the website will constitute an acceptance of those modifications.

As stated on the Srianda Registration Forms please find release and indemnity information.

### **RELEASE AND INDEMNITY**

I the person/s mentioned above who agrees to take part in a Srianda program, meeting, treatment, course or any other activity of any other nature whatsoever ("the activity") conducted by Srianda HEREBY AGREE that Srianda and its employees, servants and agents shall not be liable for any personal injury, death or loss of property to myself / child/ unborn child during the activity, and I HEREBY RELEASE Srianda and its employees, servants and agents from and WAIVE them in respect of any claim in negligence or contract or any other legal claim of any nature whatsoever brought against Srianda and/or its employees, servants and agents arising out of or in connection with the activity conducted by Srianda ("any claim") and I HEREBY IDEMNIFY Srianda and its employees, servants and agents in respect of any claim.

### **PAYMENT**

Payment must be effected in the manner described on the invoice or booking form.

The goods and services are offered for sale only to persons who can make legally binding contracts.

### **GENERAL CANCELLATION POLICY AND CHARGES**

ALL cancellations must be notified in writing to Administration, at Srianda.

- More than 7 days prior to the program commencement – 20% of the course fee.
- Less than 48 hours prior to program commencement - 50% of the course fee.
- There are no refunds after the program commences and for non attendance.
- There are no refunds on any package items.
- Yoga class tickets purchased for 10 weekly classes or 5 weekly classes are valid for 3 months and are non-transferable.

Please take careful note of the dates and time of your program as there is no refund for missed sessions.

If we cancel, postpone or alter the time or location of a program, we undertake to refund the program fee in full if you do not wish to maintain your program booking.

### **CANCELLATION DUE TO ERROR**

You acknowledge that despite our reasonable precautions, programs, services or products may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your booking or order has been confirmed and payment has been made. We reserve this right up until the time of delivery of goods or supply of the services to you. If a cancellation of this nature occurs after your payment

for the purchase, we will immediately issue a credit note to you for the amount in question.

#### **DISCLAIMER**

This disclaimer as set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this web site or any linked web site, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this web site.

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. If legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again; and if item (a) or item (b) is not permitted under applicable legislation, to the maximum extent permitted by applicable legislation.

Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms and conditions, we will not accept liability to you in respect of any loss or damage (including indirect, special, or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to an order placed on this web site or in respect of any failure or omission on our part to comply with our obligations as set out in these terms and conditions.

#### **LINKED WEB SITES**

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