

## **Tiddlywinks Yoga and Larksfield Yoga: Disclaimer**

### **(1) Introduction**

This disclaimer governs our Tiddlywinks/Larksfield Yoga classes. We will ask you to sign a disclaimer before taking part in any yoga class.

You acknowledge that all exercise involves a risk of personal injury, including a small risk of serious injury or death, and agree to take responsibility for your health and well-being in relation to our yoga classes.

### **(2) Credit**

This disclaimer was created using an SEQ Legal template.

### **(3) Health and medical conditions**

You acknowledge and represent that:

- to the best of your knowledge, you suffer from no medical or physical condition or disability that will or might increase the normal risks associated with exercise; [and / or]
- your doctor has approved your participation in our yoga classes.
- Doctors' approvals under this section 3 must be in writing and copies must be provided to us [upon request].]

You must complete and sign health and fitness questionnaire before participating in any of our yoga classes. You acknowledge and represent that you will complete or have completed the questionnaire to the best of your knowledge and ability.

You must inform us, as soon as possible, if:

- you suffer from any [new] injury, illness or other medical condition;
- you feel any pain or discomfort during an yoga class; or
- you feel that any exercise included in an yoga class would be unsafe or uncomfortable for you.

We may in our sole discretion prohibit you from participating in an yoga class; and you must comply with all of our instructions in relation to our yoga classes.

### **(4) No representations or warranties**

To the maximum extent permitted by applicable law and subject to section 6 below, we exclude all representations, warranties, undertakings and guarantees relating to our yoga classes.

Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee:

- that you will not suffer from any injury arising directly or indirectly out of our yoga classes;
- that your fitness will measurably improve as a result of participation in our yoga classes; or
- that the yoga classes will continue to run for any specific period.

### **(5) Limitations and exclusions of liability**

The limitations and exclusions of liability set out in this section and elsewhere in this

disclaimer: are subject to section 6 below; and govern all liabilities arising under the disclaimer or in relation to our yoga classes, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any personal injury (including without limitation serious injury or death) that you may suffer or sustain directly or indirectly as a result of attending our yoga classes. Nor will we be liable to you in respect of any other losses arising as a result of any such personal injury.

We will not be liable to you in respect of any of your personal property that is lost, stolen or damaged before, during or after a yoga class.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

**(6) Exceptions**

Nothing in this disclaimer shall: limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

**(7) Severability**

If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect.

If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

**(8) Law and jurisdiction**

This disclaimer shall be governed by and construed in accordance with English law, and any disputes relating to this disclaimer or our yoga classes will be subject to the exclusive jurisdiction of the courts of England and Wales.

**(9) Our details**

In this disclaimer, "we" means (and "us" and "our" refer to) Emma Philip trading as Tiddlywinks Yoga and Larksfield Yoga which has its principal place of business at Larksfield, Freewood Street, Bradfield St George

## **(10) Instructors**

The limitations and exclusions of liability in this disclaimer protect our instructors as well as protecting us.

## **PRIVACY NOTICES**

These privacy notices explain the manner in which Tiddlywinks/Larksfield Yoga collects, uses, maintains and discloses information collected from you, a "User".

These privacy notices applies to the Site and all products and services offered by Tiddlywinks/Larksfield Yoga.

### **Personal identification information**

We collect personal identification information from Users, by Users filling out a form when attending classes, workshops and training.

Users will be asked for: name, address, email address, phone number, an emergency name and contact number and relevant medical information.

Users can always refuse to supply personally identification information, except that it may prevent them from engaging in certain Site related activities.

How we use and store collected information

The form is stored alphabetically by first name in a folder labelled Private & Confidential in a locked cupboard and is available at the time of a class being taught.

Email addresses are used only to inform participants of class times/dates and schedules and are not stored on a computer. Email addresses may also be used to respond to Users inquiries, questions, and/or other requests.

Mobile phone details are used only to inform participants of changes to class schedules and are not stored on Tiddlywinks/Larksfield Yoga's mobile phone unless requested.

An emergency contact is required should the need arise.

Medical information is collected for the Yoga Teacher to understand any issues you may be dealing with and to assist the teacher adapt yoga practices to your needs. This information may be passed to a third party, such as ambulance service or other medical professional, in the event of an emergency,

No personal information is passed on to a third party.

Replacement teachers, who we nominate to teach our classes in our absence, will have access to this information for a limited period to ensure health and safety and access to emergency numbers.

At any point you may request to see, alter, rectify, file a complaint or request the deletion of your information.

This information on the form is renewed and updated in January of every year. If you are no longer regularly participating in Tiddlywinks/Larksfield Yoga Classes at this time, the information will be destroyed in a shredder, and a new form filled out if you return.

### **Third party websites**

Users may find advertising or other content on our Site that link to the sites and services of third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy notices and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies.

### **Changes to these privacy notices**

Tiddlywinks Yoga and Larksfield Yoga has the discretion to update these privacy notices at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review these privacy notices periodically and become aware of modifications.

Individual's (Users) Rights:

You, the User, have the following rights:

- The right to be informed how we use your personal data
- The right to access your personal data
- The right to be forgotten and have your data deleted in specific circumstances
- The right to data portability to transfer your data to another service provider
- The right to have information corrected if it's out of date, incomplete or incorrect
- The right to object to, or stop, your data being processed on certain grounds
- The right to restrict processing, meaning you can request that your data is only kept on file and not used for processing
- Rights in relation to automated decision making and profiling, meaning that in some cases individuals have the right not to be subject to a decision that is based on an automated process.

### **Your acceptance of these terms**

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

### **Contacting us**

If you have any questions about these privacy notices, the practices of this site, or your

dealings with this site, please contact Emma Philip at:  
emma@tiddlywinksyoga.co.uk  
Larksfield, Freewood Street, Bradfield St George, IP300AY 07847163618

This document was last updated on 16<sup>th</sup> April 2018

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