



Terms & Conditions 2023

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Terms & Conditions - General Information

1. Personal Liability

All workouts and stays at yum yoga studio take place at your own risk.

2. Personal Information

With a purchase, you agree that yum will process and retain the information you provide for this agreement. At the same time, you give yum permission to inform you via email about topics that yum finds relevant. You can always unsubscribe from future emails. If the agreement is breached by you for non-payment, yum reserves the right to pass on your information to third parties.

3. Payment

All memberships are personal and cannot be resold, shared or transferred. In case you want to buy a yoga product for someone else, it is possible to purchase a gift card (see section 12)

When buying yoga services at www.yum.dk, you can pay via our online booking system MindBody with VISA/Mastercard/Dankort. It is not possible to pay in cash, via MobilePay or other payment services.

You can create, login and update your card information under your profile on <https://www.yum.dk/yum-yoga/schedule-booking> (log-in on the right handside of the schedule). You are responsible for making sure that the entered information is correct. If this is not adhered to, yum can inactivate/terminate memberships without notice.

Monthly memberships with automatic withdrawal can be purchased at any time of the month, and they are prepaid monthly via PaySafe. Your monthly payment will be withdrawn on the same date every month.

Make sure to read through the late cancellation/absence fee details connected to your offer or membership below. These fees are automatically withdrawn via the details connected to your account if you do not show up for class. In case you experience any



wrongly charged fees, please reach out to yoga@yum.dk and check the details. If you were wrongly charged, yum will refund the amount back to your account.

Yum may terminate any agreement in the following circumstances:

(a) if you commit a serious or repeated breach of the terms & conditions, which, if capable of remedy, is not remedied within 7 days of receipt of a default notice;

(b) if any part of your membership fee or other fees remains unpaid 30 days after its due date for payment; or

(c) if you provide us with details which you know to be false when applying for membership and the false declaration would have reasonably affected our decision to grant you membership.

If we terminate for any of these reasons, we reserve the right to retain a proportion of the money paid under your agreement, to cover any reasonable costs incurred.

4. Force Majeure

No refunds are made in case of force majeure. This includes war, riots, sickness, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, pandemics, epidemics, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding yum from performing its respective obligations under the contract.

5. Storage of Belongings

Yum is not liable for loss of or damage to property either as a result of theft or damage in or outside the tote bag, at the place of delivery or in any other manner.

6. Changes in Prices & Schedule

Yum reserves the right to change the schedule and classes when necessary. Yum reserves the right to make changes to fees, products and memberships, and once a year, to make a price adjustment in the monthly membership fee, corresponding to the trend in the consumer price index without additional notice. Other price increases will be notified at your specified email address. With changes in general, yum has the right to make changes



to the program's offerings as needed, e.g. opening hours, schedules, fees, offers and prices. Changes will be communicated in the best possible time through email newsletters, word of mouth, social media and / or on the website at www.yum.dk.

7. Harassment

We do not permit harassment in the studio between or toward managers, employees, teachers, independent contractors, students, visitors and guests on the grounds of age, gender (including pregnancy), race, ethnicity, culture, national origin, religion, sexual orientation, disability, socioeconomic status, genetic information, or any other basis proscribed by law.

Yum reserves the right to refuse service to anyone based on reports of harassment perpetrated by that individual toward any other member of our community. Yum also reserves the right to take reasonable action to resolve claims of harassment perpetrated by any member of our staff. Contact the yoga manager to report harassment via yoga@yum.dk.

7.1 Harassment against members

Harassment is unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that (i) denigrates or shows hostility or aversion toward the person because of the characteristic and which affects their employment opportunities or benefits; (ii) has the purpose or effect of unreasonably interfering with their work performance; (iii) enduring the offensive conduct becomes a condition of continued employment; or (iv) has the purpose or effect of creating a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Harassment in the studio is identified as offensive behavior that may take the form of bullying, stalking, discrimination, unwanted contact, and / or other types of psychological violence. The goal of harassment is to weaken, humiliate, or threaten a person. Harassment may be an isolated incident or repeated behavior.

7.2 Sexual Harassment & Misconduct

We do not tolerate sexual harassment in our studio. Sexual harassment refers to any unwelcome sexual attention, sexual advances, requests for sexual favors and other verbal,



visual or physical conduct of a sexual nature when the conduct harms the person's employment or working environment.

Examples of sexual harassment include unwanted and unnecessary physical contact; offensive remarks (including unwelcome comments about appearance); obscene jokes or other inappropriate use of sexually offensive language; the display in the studio of sexually suggestive objects or pictures; and unwelcome sexual advances by teachers, students, customers, clients, or other visitors to a studio. Non-physical gesture, behavior, unnecessary physical contact, verbal suggestion, or innuendo may constitute sexual harassment.

We also prohibit sexual misconduct in our studio. Sexual misconduct is any unsolicited and unwelcome sexual advance including requests for sexual favors, sexual touching, and verbal, visual, or physical conduct that creates a sexually hostile environment in a yoga class or studio. Sexual misconduct also arises if a teacher engages in conduct that has the purpose or result of requiring a student to submit to such conduct to obtain any benefit or privilege relating to the study or teaching of yoga.

Terms & Conditions - Yoga Services & Products

8. Intro Offers

8.o What is an Intro Offer?

An Intro Offer includes a given period of access to the yoga studio. Introductory offers are not available to existing members or those who have been members or purchased another yoga offer within the last six months.

If the Intro Offer includes *unlimited* access it means that you can try out all scheduled classes, as often as you'd like to, within the introductory period. This includes all regular yoga classes, aerial yoga, meditation and the seasonal SUP yoga classes. If other access conditions apply, it will be clearly stated as *limited* access, including what access the given offer provides.



8.1 Binding Period

Intro Offers can be sold with or without a binding period. It will be clearly stated on the offer you buy whether it comes with 'No Binding' (meaning that after the last day of the intro membership period, you will not automatically be converted and charged for any further membership) or with a binding going further than the introductory period. Most yum Intro Offers come with no binding.

8.3 Pausing & Termination

It is not possible to pause, move the activation date, or terminate a yum Intro Offer. Neither is it possible to resell, share or transfer the offer to another person. In case you want to give a Intro Offer as a gift to someone else, it is possible to [buy a giftcard here](#).

8.4 Extra Fees

- All yum's pricing options and memberships have no start-up, administrative or processing fees.
- There is no fee for using yoga equipment at the studio. This includes yoga mats, blocks, belts and bolsters. You are welcome to bring your own if you prefer. SUP boards can only be used when attending a yum SUP yoga class
- A 50 DKK late cancellation fee applies if you do not show up for your reserved spot in the class. Therefore, make sure to **cancel at least 4 hours** prior to the start time of the class! Canceling less than 4 hours before the class starts will be recognised as a 'late cancellation' and the fee will be charged to your account. Canceling your class can be done [via our schedule on the website](#) or in the MINDBODY app. Canceling via telephone/sms/e-mail is not possible.

8.5 Refund Policy

Intro offers are non-refundable under all circumstances, including in the circumstance of force majeure. This includes war, riots, sickness, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, pandemics, epidemics, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding yum from performing its respective obligations under the contract.



9. Memberships

9.0 What is a yum Membership?

With a membership at yum, you can consider yourself part of the community. Depending on what membership you choose, you will get access to yum's yoga studio and café on a whole new level, and you can integrate more yummy rituals into your everyday life, in whatever way is right for you!

If you buy an *unlimited* membership, you will get full access to the scheduled classes. This includes all regular yoga classes, aerial yoga, meditation and the seasonal SUP yoga classes.

If you buy a *limited* membership, you can attend a specific number of classes pr. month. With limited memberships, you can attend the regular yoga classes (excluding aerial yoga, meditation and the seasonal SUP yoga classes). Please note that it is possible to buy a *top-up* to the limited memberships to get access to aerial yoga, meditation and the seasonal SUP yoga classes.

Exclusive condition to the *limited memberships*: You are responsible for the count of classes. If you spontaneously want to book more classes in a month than your membership gives access to, a fee of 129,- pr. class will automatically be charged to your account.

9.1 Binding Period

Yum's memberships come with a binding period and by default, the membership cannot be canceled within this binding period. Exceptions are outlined here. The binding period starts from the date of the first payment, and from then on the monthly membership will be charged once a month until the binding period ends.

After the end of the binding period, the membership will automatically expire. A yum representative will get in touch with you before the expiration date to help you with an extension.

9.1.1 Exceptions to binding

Members may terminate binding contracts if they are suddenly unable to use the studio through serious illness or injury that prevent them from using the studio for a period of



at least two payment periods (two months). Yum will request reasonable evidence of your illness or injury e.g. a doctor's certificate.

You may also terminate within a period of at least 2 payments periods if you move more than 15 km. away from yum's location. In case you are moving more than 15 km's away and you can find a member to take over your contract, you can do so immediately, with no notice.

You may also terminate your binding contract if:

(i) yum significantly reduces the facilities or opening hours (excluding reduced holiday schedules);

(ii) yum changes the location of the club. We will give you at least 45 days notice of the change (either in writing or by prominently displaying a sign in the studio), and you can give us 30 days notice in writing to terminate.

If you have prepaid for your membership and terminate it in accordance with the terms stated above, we will pro-rate and refund the prepaid amount corresponding to the period after your termination.

9.2 Discounts to memberships

Yum offers a 25% discount on memberships for students, unemployed, and seniors. Documentation for your status is required upon sign-up. You are responsible for updating yum about any changes to your situation. In case of abuse, yum reserves the right to withdraw the amount that should have been paid under the circumstance of proper update. Yum can at any time cancel your membership if the discounts are abused.

In case you become redundant, yum offers a 25% discount on your membership and the possibility to change your membership to a cheaper version under the same binding period.

It is not possible to combine the above mentioned discounts with special offer discounts. If you are eligible for more than one discount during a certain period of time e.g. as you qualify for a 25% student discount *and* purchase a seasonal offer for 30% off your membership price, we apply the highest discount to your purchase at checkout.



9.3 Pausing

The general rule is that you can pause your membership for up to 3 consecutive months at a time, for a fee of 150 DKK.

The end date of your binding membership will be moved accordingly, meaning that your total active membership period will at all times relate to the months stated in the contract.

Due to administrative and technical limitations,

- The minimum pausing period is 1 month for all membership options.
- Memberships can only be paused from the renewal date
- All pausing requests must be communicated in writing via yoga@yum.dk.

Example: You have a 6 month membership, purchased on November 15th with an initial expiration date of May 15th. You are going on a yummy holiday and wish to pause your membership in December. Because your membership renewal date is December 15th, you write to a yummy staff member and schedule a 1 month pause from December 15th - January 15th. Your corresponding membership expiration date is extended by the length of your pause for 1 month, and is now scheduled for June 15.

9.3.1 Exclusive pausing condition to the 12 month unlimited membership:

The yum 12 month unlimited membership can be paused once for 0 DKK for up to 4 consecutive months. If 12 month unlimited members wish to pause a second time within the 12 month binding period, they may do so for up to 3 consecutive months for a fee of 150 DKK. When pausing a binding membership, the end date of the membership will move according to the length of the pause.

9.4 Extra Fees

- All yum's memberships have no start-up, administrative or processing fees.
- There is no fee for using yoga equipment at the studio. This includes yoga mats, blocks, belts and bolsters. You are welcome to bring your own if you prefer. SUP boards can only be used when attending a yum SUP yoga class

9.4.1 Fees applying only to unlimited memberships:

- In the event of late cancellation (less than 4 hours before class) or absence from a booked class, you will automatically be charged a 50 kr. fee.

9.4.2 Fees applying only to limited memberships:

- In the event of late cancellation (less than 4 hours before class) or absence from a booked class, you will be charged a 50 kr. fee. Due to technical reasons, the system will automatically also deduct one class from your membership that month, however, the clip will be added back to your account. This means that late cancellations/absence does not result in you losing your total number of clips for the month.

Early cancellation does not result in deducted clips or fees of any kind. To early cancel participation in a class, students must **cancel at least 4 hours** prior to the start time of class. Canceling can be done [via our schedule on the website](#) or in the MINDBODY app. Canceling via telephone/sms/e-mail is not possible.

- With a limited membership, you have access to a given number of classes as part of the membership by default. However, it is possible to book additional classes beyond the limit of your membership for a fee of 129,- pr. class. This fee will automatically be charged to your account.

9.5 Free passes for friends & family (Exclusive condition to the *yum+ 12 month unlimited membership*)

With the 12 month unlimited membership, you get in total 12 free passes, so you can bring a friend or family to yoga. You get **one clip pr. month** and the clip must be used within the month. It is not possible to accumulate the free passes throughout the year.

To redeem your monthly free pass, email yum at yoga@yum.dk. Your guest must be registered in the yum MindBody system in order for us to redeem your free pass to their account. If your guest has not visited yum before, please send the following details for your +1:

- Full name
- E-mail
- Phone number



If your guest is registered with yum, please send their full name to yum. We will redeem your guest pass to your+1's account, and you can schedule the class at your convenience.

Please note that due to giving the best experience to the members of yum, we also apply our late cancellation policy to visiting guests. Guests are responsible for canceling their attendance 4 hours or more before the start of class. If guests do not cancel within this time frame, they lose their guest pass and you will not receive a replacement guest pass for the month.

9.6 Change membership

Members can upgrade or downgrade their membership type at yum once within their binding period. This change applies to the type of membership but not to the binding period itself. E.g. If a member initially signed up for a 12 month contract for unlimited yoga, they may decide to change to a limited membership after 3 months. In this case, the 9 months remaining in the contract will transfer to the limited membership after the change.

9.7 Refund Policy

Memberships are non-refundable under all circumstances, including under the circumstance of force majeure. This includes war, riots, sickness, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, pandemics, epidemics, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding yum from performing its respective obligations under the contract.

10. Clipcards

10.0 What is a clipcard?

A clipcard is a flexible solution to your yummy yoga cravings! You buy a given number of clips; when you book a class, you spend a clip. In this way, you can get your yoga fix whenever you want, without the obligation of a binding membership.

Clipcards provide access to the full schedule of yum classes including all regular yoga classes, aerial yoga, meditation and the seasonal SUP yoga classes.



10.1 Binding Period

Clipcards are activated on the day of payment and are valid for 6 months.

10.2 Pausing

It is not possible to pause the clipcard in order to extend the duration of the clip card.

10.3 Extra Fees

- All yum's pricing options and memberships have no start-up, administrative or processing fees.
- There is no fee for using yoga equipment at the studio. This includes yoga mats, blocks, belts and bolsters. You are welcome to bring your own if you prefer. SUP boards can only be used when attending a yum SUP yoga class
- Clipcard holders are exempt from the general 50 dkk late cancellation fee - instead, they are charged for missed classes in clips (see below)
- Want to bring a friend? Unfortunately, you cannot book a friend with your clipcard. We kindly ask you to head for the spontaneous pass found [here](#)

10.4 Late Cancellation / Absence

In the event that a clipcard holder signs up for a class and either cancels less than 4 hours before a class begins or is absent without cancellation notice, a clip will be deducted from their account. No additional cancellation or absence fees apply for clipcard holders.

Early cancellation does not result in deducted clips. To early cancel participation in a class, students must **cancel at least 4 hours** prior to the start time of class. Canceling can be done [via our schedule on the website](#) or in the MINDBODY app. Canceling via telephone/sms/e-mail is not possible.

10.5 Refund Policy

Clipcards are non-refundable under all circumstances, including in the circumstance of force majeure.



11. Enrollments (Courses & Workshops)

11.0 What are Enrollments?

Alongside the regular yoga schedule, it is possible to enroll in courses and workshops at yum.

Courses are a set number of special classes, offered for a given period of time, e.g. the Mommy & Baby Yoga Course.

Workshops are special events, and these can either be yoga workshops or related to other activities. The workshops dig deep into a given topic and provides you with a unique and tailored experience. Members of yum (intro members not included) get exclusive membership pricing on workshops hosted by yum.

If you are attending a course, you will get unlimited access to the yoga schedule, including all regular yoga classes, aerial yoga, meditation and the seasonal SUP yoga classes. You will have access to these classes from the first day of the course until the last day of the course.

If you are attending a workshop, you will only get access to that specific workshop, unless you are already a member of the yoga studio.

11.1 Binding Period

Courses and workshops are prepaid and binding.

11.2 Pausing

It is not possible to pause an enrollment.

11.3 Extra Fees

- All yum's enrollments have no start-up, administrative or processing fees.
- There is no fee for using yoga equipment at the studio. This includes yoga mats, blocks, belts and bolsters. You are welcome to bring your own if you prefer. SUP boards can only be used when attending a yum SUP yoga class



- If you book a course and are not able to attend one or more classes, you will not be charged for absence. A refund is not available either.
- If you book a workshop and are not able to attend, no absence fee applies. A refund is not available either.

11.4 Refund Policy

Courses and workshops are non-refundable. This policy extends to workshops and courses canceled in case of force majeure. This includes war, riots, sickness, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, pandemics, epidemics, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding yum from performing its respective obligations under the contract.

12. Gift Cards

12.0 What is a Gift Card?

Gift cards are issued by yum for the use of services in the yoga studio and café.

12.1 Binding Period

The yum gift certificates are valid for 12 months unless otherwise stated on the gift card.

12.2 How to Buy and Redeem a Gift Card

Gift cards are issued separately for use in the cafe and the yoga studio. For example, a gift card issued for use in the cafe cannot be redeemed for a yoga membership.

- **Cafe Gift Cards** can only be purchased physically at the café. Cafe gift cards are physical gift certificates. The gift card can only be redeemed in the café by the recipient and not online.
- **Yoga Gift Cards** can be purchased either online or physically at the café. When purchased online, yoga gift certificates are delivered by email to the recipient immediately after the payment is registered in our yoga system. Gift cards purchased online must be redeemed by the recipient online. Gift cards for yoga can also be purchased in the café and issued directly on physical gift cards for



redemption online by the recipient.

13. Contact Information

In case you have any questions to memberships, charges or procedures, please contact yoga@yum.dk







