

February 5, 2021

Terms of Sales

Preamble

IK SARAN DHIAN is a simplified joint stock company SAS (code 5710) Siret 853 156 487 00011

Head office 29 rue des Sources 77760 Rumont; Email address kirpalsingh@web.de

IK SARAN DHIAN is a center which aims to promote yoga and activities focused on well-being and personal development. IK SARAN DHIAN offers different activities: courses, internships, events and training.

ARTICLE 1: OBJECT

These general conditions of sale detail the rights and obligations of IK SARAN DHIAN and its client (hereinafter referred to as "the student") within the framework of the sale of the following services: Classes (Yoga, personal development, meditation, relaxation) / Workshops / Courses / Events / Training

Any service performed by IK SARAN DHIAN therefore implies the student's unreserved acceptance of these general conditions of sale. IK SARAN DHIAN reserves the right to modify or adapt its General Conditions of Sale at any time and without notice, it being specified here that the applicable conditions are those in force on the site on the date of placing the order.

It is the student's responsibility to consult the current update on the site: www.iksarandhian.com

ARTICLE 2 - CONDITIONS AND TERMS OF REGISTRATION

2.1 Yoga classes

Registration for courses, including on-line, is open to all levels of practitioners. The student can register online by email: kirpalsingh@web.de and ishwarak@hotmail.co.uk

Students are advised to follow their teacher's instructions.

2.2. Yoga workshops

Registration for the workshop is open to all yoga practitioners within the limit of the required level (indicated on the description) and the places available.

It is recommended that the student contacts the teacher to check that his level meets the required expectations. The student can register online through a request by email kirpalsingh@web.de and ishwarak@hotmail.co.uk

2.3. Yoga retreats

Registration for the workshop is open to all yoga practitioners within the limit of the required level (indicated on the description) and the places available.

It is recommended that the student get closer to his teacher to check that his level meets the required expectations.

The student can register online through a request by email kirpalsingh@web.de and ishwarak@hotmail.co.uk

2.4 Yoga Teacher Training

Registration for Level 1 training is open to all yoga practitioners within the limit of the required level (indicated on the description) and the places available.

It is recommended that the student contacts the teacher to check that his level meets the required expectations.

The student can register online by submitting a request and completing the form available on the site www.iksarandhian.com and paying the deposit. For additional questions contact: kirpalsingh@web.de and ishwarak@hotmail.co.uk

Registration for Level 2 training is open to all yoga practitioners within the limit of the level required to obtain Level 1 certified by KRI (indicated on the description) and the places available.

It is recommended that the student gets in contact with the teacher to check that his level meets the required expectations.

The student can register online by submitting a request and by completing the form available on the site www.iksarandhian.com and paying the deposit. For any additional request contact kirpalsingh@web.de and ishwarak @ hotmail.co.uk

ARTICLE 3 - PRICE AND TERMS OF PAYMENT

The price and payment terms for the various services are constantly available on the site www.iksarandhian.com

The prices are indicated in euros and including VAT, payment can be made by bank transfer, cheque or in euros.

❖ Payment by cheque on site or sent by mail. Cheques for registrations should be sent to 29 rue des Sources 77760 Rumont. The validation of the registration will be confirmed after receipt and the cashing of the cheque. A confirmation email will be sent. An invoice can be issued on specific request to the following address: ishwarak@hotmail.co.uk

❖ Payment in cash on site at 29 rue des Sources 77760 Rumont.

❖ Payment by transfer to the professional bank account of SAS Ik Saran Dhian

SWIFT: CMCIFR2A IBAN: FR76 1027 8062 1200 0207 9530 140

3.2. When the training or event cannot take place face-to-face, for example for reasons of health measures related to Covid, Ik Saran Dhian reserves the right to deliver all or part of the program online. In this case, students will be reimbursed for any payment made for logistics (accommodation and food).

If the student prefers to cancel. They must cancel within 14 days of the online format change notification of the event or training in order to be reimbursed in full or in proportion to the number of hours of participation.

3.3. In the case of financial support by an institution or company, it will be necessary to refer directly to the terms of payment described in the estimate.

The trainee agrees to pay: 350 euros deposit to reserve his registration, which will be deductible from the total amount of training costs.

This amount of 350 euros including tax cannot be covered by a funding body.

ARTICLE 4 - WITHDRAWAL / CANCELLATION PERIOD REIMBURSEMENT OF SERVICES

4.1. Withdrawal period

In accordance with article L 121-21 of the Consumer Code, the student is informed that he has a period of fourteen (14) clear days from the online order of the service to exercise his right of withdrawal, without penalty and without having to justify a reason.

The right of withdrawal can be exercised by email to the address: ishwarak@hotmail.co.uk

or by registered letter with acknowledgment of receipt sent to Ik Saran Dhian 29 rue des Sources 77760 Rumont. When the right of withdrawal is exercised, Ik Saran Dhian is required to reimburse the student for all sums paid, as soon as possible and at the latest within thirty days of the date on which this right was exercised.

Beyond that, the amount due is, as of right, productive of interest at the legal rate in force.

4.2. Cancellation and refund on expiry of the right of withdrawal

❖ Yoga teacher training

Except in cases of force majeure, a student who cancels level 1 or 2 training may be charged cancellation fees under the following conditions: - 31 days minimum before the training course: cancellation fees 200 euros refunded on the deposit, - from 30 to 15 days before the Training cancellation costs, 150 euros refunded on the deposit, from 14 to 0 days before the Training cancellation costs, 100 euros refunded on the deposit

❖ Yoga workshops and courses

50% refunded on the total amount of the workshop

In the case of financial support by an institution or company, it will be necessary to refer directly to the terms of cancellation and refund terms described in the estimate.

4.3. Cancellation by the student for medical reasons

No refund will be made for medical reasons that existed prior to enlisting on the training.

The student expressly acknowledges having been informed prior to participating in these courses, internships, workshops and training.

The student declares that he does not suffer from any physical or mental disorder, does not follow any specific medical treatment and is perfectly suited to the practice of yoga.

If the student cannot continue for physical reasons and subject to presentation of a medical certificate, Ik Saran Dhian will suggest an alternative as appropriate.

In the case of a student who begins a pregnancy while registering for training, 2 possibilities arise. Option 1: Classes are postponed after pregnancy, for a maximum of 18 months. Option 2: The student, after medical advice, can follow all or part of the training with the presentation of a medical certificate and not practicing the postures according to his stage of pregnancy.

In the case of financial support by an institution or company, it will be necessary to refer directly to the terms of cancellation and refund terms described in the estimate.

4.4. Cancellation of courses, internships, workshops and training by Ik Saran Dhian

Ik Saran Dhian reserves the right to cancel courses, internships, workshops, improvement, and training if there is not a minimum of students or if the speaker is unable to lead his internship. or in the event of force majeure such as government restriction linked to an epidemic, for example COVID 19.

In the event of cancellation and in the event that other dates cannot be offered as a replacement, a refund of the price paid by the student will be made by Ik Saran Dhian in proportion to the hours already worked.

4.5. Force majeure

Ik Saran Dhian is released from its contractual obligations in the event of the occurrence of an event of force majeure, or any fact attributable to a third party, or any other circumstance having an external cause and / or independent of the personal fact of Ik Saran Dhian preventing it directly or indirectly from normally performing its contractual obligations.

Cases of force majeure will include, in particular, in addition to the cases recognized by case law, any natural disaster, any act of war, breaches of public order, epidemics, fires, floods and other disasters, any government act, any strike under any circumstances. form whatsoever and any malfunction of the internet or networks. In the event that a case of force majeure prevents, delays or affects the performance of an obligation, any delay or failure to perform its obligations cannot give rise to damages, but to reimbursement on a pro rata temporis basis. hours already completed.

Ik Saran Dhian can in no way be held responsible for technical problems limiting access to services or for damage caused to the student's material or equipment.

ARTICLE 5 - COMMITMENTS - STUDENT'S OBLIGATIONS

5.1. Behaviour

The student recognizes that participating in yoga classes, workshops, workshops and training requires a deep personal investment, good physical condition.

Any behavior affecting their own safety, that of others (in particular drug consumption, alcohol, etc.) or which would prevent the smooth running of courses, internships and / or workshops, will be sanctioned by the definitive exclusion of the student without that the latter cannot claim reimbursement of the sums paid to Ik Saran Dhian

5.2. Media

Any recording of any kind (sound, video, etc.) without the express written permission of Ik Saran Dhian is strictly prohibited

ARTICLE 6 - LIABILITY AND GUARANTEE

Not being able to assess the physical or mental capacities of the student, nor to control the information transmitted by the latter when registering for courses, workshops and training, Ik Saran Dhian asks the student to consult his doctor in order to obtain a certificate of aptitude for the practice of dynamic yoga.

Ik Saran Dhian recommends taking a minimum of Yoga classes before registering for Level 1 Level 2 training.

Ik Saran Dhian can in no way be held responsible for an accident to one of the students during one of its internships, workshops or training, except that the proof of a fault committed by Ik Saran Dhian or by one of its service providers is established in court.

Ik Saran Dhian can not be held responsible for any direct or indirect damage suffered by the student when the behavior of the latter is at the origin or has contributed to the damage he claims to suffer.

ARTICLE 7 - PRIVACY AND PROTECTION OF STUDENT DATA

Personal information collected by Ik Saran Dhian may include names, postal and / or email address, mobile phone number, banking information etc.

The personal data collected by Ik Saran Dhian are confidential. Ik Saran Dhian undertakes not to communicate them to third parties.

These data being necessary for the management of the order and the commercial relationship services, they may be transmitted to the companies that contribute to these relationships, such as those responsible for the execution of the services and orders for their management, execution, processing and payment.

This information and data is also kept for security purposes, to comply with legal and regulatory obligations, as well as to allow Ik Saran Dhian to improve and personalize the services and information sent by email.

Ik Saran Dhian does not sell, market, rent and more generally does not communicate to third parties information concerning its users.

Ik Saran Dhian does not keep personal data for historical, statistical or complaints management purposes.

Ik Saran Dhian complies with the most restrictive European and French standards for the protection of privacy and personal data, in particular the law "Informatique et Libertés" n ° 78-17 of January 6, 1978 amended by law 2004-801 of August 6, 2004 incorporating into French law Directive 95/46 / CE of 24 October 1995 on the protection of personal data and privacy within the European Union and the law on "confidence in the digital economy" n ° 2004- 575 of June 21, 2004 (Article L. 33-4-1 of the Post and Telecommunications Code and Article L. 121-20-5 of the Consumer Code) incorporating into French law Directive 2000/31 / EC of June 8, 2000 on electronic commerce and Directive 2002/58 / EC of 12 July 2002 on the protection of personal data and privacy in electronic communications.

For all communication with students, Ik Saran Dhian will first use the email address provided by the student.

ARTICLE 8 - APPLICABLE LAW

These General Conditions are governed, interpreted and applied in accordance with French law, the language of interpretation being the French language in the event of a dispute over the meaning of a term or a provision hereof.

ARTICLE 9 - CLAIMS - INFORMATION - NOTIFICATIONS

Any complaint, request for additional information or notification provided for in these General Conditions should be sent by email to the following email address: ishwarak@hotmail.co.uk