

SANTULAN TULUM TEACHER TRAINING TERMS & CONDITIONS

#1 Introduction

1.1 These terms and conditions apply upon your application for any of our Teacher Training Courses. In the event of any inconsistency between this document and information provided by our representatives, this document shall take precedence.

1.2 By submitting your application for our Teacher Training Courses, whether online, in our yoga studios, via email, or by telephone, you acknowledge and agree to comply with these terms and conditions.

1.3 Your provision of Personal Information indicates your agreement with our studio Privacy Policy.

1.4 Our failure to enforce any right contained in these terms within a specific timeframe does not constitute a waiver of our rights.

1.5 (a) We reserve the right to modify, add, change, or remove any terms, conditions, or clauses governing the studio and training operations.

(b) The most current version of these terms will always be applicable. Copies of the current terms are available at our studio or on our Website.

(c) A 28-day notice will be provided for any changes to these terms through notifications on our Website, publication of the updated document on our Website, and notices in the studio.

#2 Travel Arrangements

2.1 Our Teacher Training Courses do not include insurance, taxes, airfares, or other travel costs to reach the training location. It is your responsibility to arrange and

cover your travel to our One Hot Studios and Domestic or International Training Locations.

2.2 It is your responsibility to ensure you possess a valid passport, the necessary visa for entry to the overseas training location, and re-entry permits complying with the requirements of relevant authorities. By applying for a Teacher Training Course with us, you affirm that you have all essential Travel Documents required for attendance. Any fines, penalties, or expenditures resulting from inadequate Travel Documents will be your responsibility.

2.3 We strongly advise you to acquire appropriate travel, cancellation, and medical insurance for the duration of the Teacher Training Course.

2.4 Familiarise yourself with health requirements and recommended precautions relevant to your travel to our training locations, ensuring you carry all necessary vaccination documentation. Consult your local medical professional or relevant health authority before commencing your travel to our Teacher Training Courses. General destination health advice is available from the Department of Foreign Affairs and Trade (DFAT) on their website.

#3 Capacity To Study

3.1 To participate in our Teaching Training Courses, you must be at least 18 years old.

3.2 Upon application for our Teaching Training Courses, you affirm that:

(a) You are in good medical, mental, and physical condition.

(b) There is no medical or other reason why you should not engage in yoga/Pilates activities.

3.3 We reserve the right to deny your participation in our Teacher Training Course or specific parts thereof, whether or not payment has been made, if:

(a) We perceive a reasonable risk of injury to you or others due to your participation.

(b) We determine you have an infection, contagious illness, physical ailment, mental health condition, open cut, or sore.

(c) We conclude that your behaviour disrupts other students and their overall training experience.

3.4 By participating in any of our Teacher Training Courses you agree to:

(a) Comply with all our directions and policies.

(b) Acknowledge the inherent risk of injury in any exercise and agree to participate at your own risk.

(c) Release us, Our People, and other involved individuals from any claims arising from your participation.

(d) Accept the contractual nature of these terms, which may be relied upon in any proceedings.

(e) To the fullest extent permitted by law, understand and accept our limited liability regarding goods or services provided.

3.5 By participating in our Teacher Training Courses and training classes, you acknowledge that:

(a) Our People are not medically trained.

(b) Our People are not qualified to assess your physical condition.

(c) Our People are not qualified to determine your capability for yoga, Pilates, or other exercises without risking your health, safety, or comfort.

(d) We strongly encourage you to seek expert medical advice before participating in our Teacher Training Courses.

#4 Liability

We and Our People, including related bodies corporate, directors, employees, or agents, do not accept any liability in contract, tort, or otherwise for injury, damage, loss, delay, additional expense, or inconvenience caused directly or indirectly by third-party providers beyond our control, force majeure, or any other uncontrollable event.

#5 Fees

5.1 You must pay the Fee as outlined below:

(a) In full on or before the Commencement Date.

(b) If a payment plan has been agreed with Santulan Tulum , all installments must be paid and up to date on or before 60 days the event date.

5.2 You will not be entitled to attend the Teacher Training Course if the Fee has not been paid in full.

5.3 Our current Teacher Training Course fees are available on our Website. These fees exclude airfares or other travel costs, such as but not limited to travel insurance, medical insurance, taxes, or books.

5.4 To secure your place in the Teacher Training Course, a non-refundable deposit of \$1,500 via bank transfer is required within 72 hrs once your application is accepted.

5.5 To avail of our early bird pricing, full payment must be made by the specific dates on our Website.

5.6 Final payments for full-priced Teacher Training Courses are due no later than 30 days before the Teacher Training Course starts.

5.7 All applications received two weeks or less prior to the Teacher Training Course start date must be paid in full at the time of approval.

5.8 All payments for Teacher Training Courses must be made via bank transfer.

5.9 Fees for our Teacher Training Courses are subject to availability, and we reserve the right to modify or change them.

5.10 Teacher Training Course payments are non-refundable; no refunds will be provided.

#6 Certification

6.1 Santulan Tulum offers the Yoga Alliance 200 RYS Certificate to those who complete our Teacher Training Course

- To receive a Certificate of Attendance, a student must complete all course pre-learning and attend 90% of the in-person lectures.
- To receive a Certificate of Attainment, a student must complete all course pre-learning, attend 90% of the in-person lectures, complete all post-learning assignments and pass a written and practical assessment.
- All assignments and assessments will be graded on a pass/fail.
- Students that receive a fail on their written or practical assessment will be given one opportunity to retake the assessment, within one month of course completion.

#7 Student Cancellation Policy

7.1 Santulan [Tulum] does not offer refunds for any Teacher Training Course payments:

(a) Teacher Training Course payments are non-refundable under any circumstances.

(b) At our discretion, we may allow a participant to transfer their Teacher Training Course payment to a future training.

7.2 All cancellations must be submitted in writing via email to mexicosantulan@gmail.com to be eligible for payment transfer to a future training.

#8 Santulan Tulum Cancellation Policy

8.1 While we have never cancelled a workshop, retreat, or training to date and aim to avoid it, Santulan Tulum may cancel the training if a minimum quota of attendees has not been met prior to the Teacher Training Course commencement. In such cases, we will collaborate with students to reschedule training dates and offer refunds if a student is unable to attend the rescheduled training.

8.2 Santulan Tulum shall not be liable for failures beyond its control, including natural disasters, war, 'acts of God,' closure of airports, civil strife, accidents, or failure to perform by third parties, including suppliers and subcontractors.

8.3 Santulan Tulum is not responsible for any expenses incurred in preparation for any cancelled training, such as airline tickets, loss of work, and other associated costs.

#9 Non-Compete & Non-Solicitation

9.1 During the Teacher Training Course and for one (1) year immediately after, you must not directly or indirectly, on your account or on behalf of any other person, approach, induce, encourage, solicit, take away, or attempt to approach, interfere with a relationship, induce termination or breach of contract with:

(a) Current or previous Santulan Tulum members or other clients, whether acquainted during the Teacher Training Course or not, to engage in competitive business activities.

(b) Employees or independent contractors of Santulan Tulum Yoga School aka fitflowyogaschool .

(c) Clients, prior clients, agents, contractors, suppliers, and employees of Santulan Tulum

9.2 This restriction encompasses engaging in workshops, coaching, or consulting involving the delivery of content similar to that received from Santulan Tulum during the Teacher Training Course.

#10 Disclaimer

To the fullest extent permitted by law but subject to the Mexico Consumer Law, Santulan Tulum disclaims and excludes any and all guarantees, undertakings, and warranties, representations expressed or implied. We shall not be liable for any loss or damage whatsoever arising out of or in connection with the use or reliance on the information or advice provided during the Teacher Training Course, or in any other forum.

You accept sole responsibility for the use of the material obtained, regardless of the purpose for which such use or results are applied. The information provided during the Teacher Training Course or in any other forum is not a substitute for financial, legal, taxation, or consulting advice, and Santulan Tulum recommends seeking advice from appropriate experts specific to your needs.

#11 General

(a) This document represents the entire agreement between the parties regarding its subject matter.

(b) Any modifications or replacements to this document require a written document duly executed by the parties.

(c) A single or partial exercise or waiver of a right does not prevent any other exercise of that right or the exercise of any other right. A party will not be liable for any loss or expense caused by the waiver, exercise, attempted exercise, or delay in exercising a right.

(d) Except as expressly provided, a party's rights under this document are cumulative and in addition to any other rights.

(e) A party may conditionally or unconditionally give or withhold any consent under this document without providing reasons.

(f) Each party shall promptly execute all documents and do all things reasonably required to effect the provisions of this document and any transaction contemplated by it.

(g) If any provision in this document is void, illegal, or unenforceable, it must be varied to give effect to the intention of this document or severed without affecting the enforceability of the other provisions.

(h) This document is governed by the laws of Mexico .

(i) Each party submits to the non-exclusive jurisdiction of the courts of Mexico , and any courts having jurisdiction to hear appeals from those courts. The parties waive any right to object to proceedings being brought in those courts for any reason.

#12 Definitions

In this document, unless the context otherwise requires, the following words have the following meaning:

Agreement means this document.

Classes means all classes, workshops and sessions (whether group or individual) with Our People.

Commencement date means the date at Item 4.

Facilities means the premises, the building from which the Teacher Training Course is conducted as well as all the equipment provided for the Students to use.

Fee means the amount payable by the Student to Santulan Tulum for the Teacher Training Course.

Santulan Tulum means Santulan

Our People means any staff, guest lecturer or contractor of Santulan Tulum.

Personal Information means any information capable of identifying an individual including name, address, phone number and email address.

Student means the person named at Item 1 of the Schedule.

Teacher Training is the process that Yoga students go through in order to become qualified as a Yoga teacher.

Teacher Training Courses include the specified Yoga or Pilates course and classes conducted by Santulan Tulum named at Item 3 of the Schedule.

Our Website means www.fitflowyoga.com

www.santulantulum.com