

# STANDARD TERMS OF BUSINESS

## for the use of Front Desk, the online booking platform of Yoga Voice Berlin

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**Front Desk of YOGA VOICE BERLIN is an online booking platform.**

We connect our website users with independent yoga instructors, voice coaches and other personal services provider.

**You can book your favorite YOGA VOICE BERLIN Partner in just three easy steps:** [Sign up](#) for an account - [enroll in a class](#), course or workshop - pay securely online. From here, we coordinate your bookings and email you a payment receipt in the name and for the account of the YOGA VOICE BERLIN service provider. Service providers are business owners, which act independently in their own name and for their own account.

**How is Front Desk of YOGA VOICE BERLIN different from a yoga or voice studio?**

Front Desk of YOGA VOICE BERLIN is not a yoga- nor a voice coaching studio. We are an online marketplace matching customers with independent personal services providers. In General, these service providers are rendering their services at the Yoga Voice Berlin studios. For our clients, this service is free of cost.

**Conveniently register online 24/7.** The class [schedules](#) and [rates](#) are transparently presented on our [website](#). No more waiting on quotes. No hidden costs. Full 360' transparency on your client dashboard. You can register at the time of your first booking. After a successful booking you will receive a confirmation email with a link to create a password and login to your online client account. This will save you time with your future bookings.

Front Desk of YOGA VOICE BERLIN is represented by its sole proprietor KARA JOHNSTAD (hereinafter called "YOGA VOICE BERLIN"), P.O. Box 370111, 14131 Berlin, Germany, phone +49-30-31806069, email [admin@yogavoice.berlin](mailto:admin@yogavoice.berlin)

**In general, YOGA VOICE BERLIN is not herself the promoter of the events offered.** Certain events may be promoted by Kara Johnstad herself. In the case that YOGA VOICE BERLIN is not herself the promoter of the events offered, these events are carried out by the respective promoters, who also authorizes admission and issues service agreements (membership plans). The purchase of a valid form of admission (hereinafter called "ticket") or membership plan results in an exclusive contractual relationship between the ticket holder or membership plan holder (customer) and the respective promoter regarding attendance at an event. The promoter's own Standard Terms of Business apply to this legal relationship. YOGA VOICE BERLIN sells the tickets and membership plans as an agent in the name of and for the account of the respective promoter, unless she is expressly identified as the promoter in individual cases. On ordering tickets and membership plans, the customer commissions YOGA VOICE BERLIN to handle the ticket and membership plan purchase and delivery.

**In this context, Yoga Voice Berlin is acting for and on behalf of the respective promoter** with underwriting powers and binding authorities and is authorized to receive and process order enquiries on behalf of the promoter, to accept and confirm orders after approval by the promoter, process payments on behalf of the promoter, and issue invoices in the name of and for account of the promoter. Yoga Voice Berlin, however, does not decide, whether or not a third party, i.e. the promoter, is accepting the request of a client.

The individual promoter (service provider) is entitled to have the order carried out in part or in full by its own employees or other third parties (subcontractors, freelancers).

**The user therefore enters into two contractual relationships:** on the one hand a contract with Yoga Voice Berlin on the use of its online-booking platform Front Desk free of charge (“terms of use”); this contract is regulated by the following Standard Terms of Business. On the other hand, a paid contract on the provision of personal services (“service agreement”). The promoter’s own Standard Terms of Business apply to this service agreement.

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### I. Area of application

1. The following Standard Terms of Business apply exclusively in relation to YOGA VOICE BERLIN for all contracts and orders issued for the supply of valid forms of admission (hereinafter called “ticket”) and personal services agreements (membership plans)..
2. YOGA VOICE BERLIN sells these tickets according to the respective invoice in the name of and for the account of the respective promoter, as well as the Standard Terms of Business of the respective promoter. The customer can find these through references made directly in the offer.

### II. Conclusion of the contract, cancellation

1. The offer to conclude a contract comes from the customer as soon as he/she clicks the field “buy now” and/or “Enroll” and/or “Get your ticket here”. The contract between the customer and the respective contractual partner (promoter, merchandise seller or YOGA VOICE BERLIN) is not concluded until the transaction number is issued and sent by YOGA VOICE BERLIN (“Ticketing Company”) to the customer. Notwithstanding this, in the case that the customer made a prepayment in full, the contract is concluded between the customer and Yoga Voice Berlin with the issuance and sending of a payment receipt.
2. No guarantee is given for the correctness of the data contained in the Internet presence of YOGA VOICE BERLIN..
3. YOGA VOICE BERLIN is entitled to cancel a customer’s order for which an invoice number has already been issued (unilateral right of cancellation) if the customer violates specific conditions set by the operator or by YOGA VOICE BERLIN, to which reference was made prior to the sale, or attempts to circumvent these (e.g. violation of the limited number of tickets per customer, violation of documentary conditions, particularly against a ban on reselling, attempts to circumvent this by registering and using several user profiles, etc.). Cancellation/withdrawal can also be tacitly declared through the crediting of the amounts paid.
4. §§ 346 ff. German Civil Code (BGB), excluding § 350 German Civil Code (BGB) shall apply to the right of cancellation stated above.

### III. Price components and methods of payment

1. Ticket prices can exceed prices printed on the tickets. Depending on the event and the ordering method, payments may be made by credit card or PayPal and/or by payment in advance (by bank giro transfer), or on invoice.
2. Whether the invoice includes sales tax or not is determined by the fact whether the Yoga Voice Berlin service provider is subject to Value Added Tax (VAT) or not. Many of our service providers are VAT-exempt in accordance with the small business regulations of the German VAT act (umsatzsteuerbefreit gem. §19 UStG).
3. The total price for the order, including all fees, is due for payment immediately the contract is concluded if the method of payment is by PayPal, credit card, giro pay or SEPA Core Direct Debit. If payment is made in advance (by bank giro transfer), the total amount must be transferred in full, by the stated date, to the bank account specified by YOGA VOICE BERLIN. In the case of purchase on invoice, the invoice amount must be paid to the respective promoter by the date specified on the invoice (7 days after invoice date). Purchase on invoice may not be available as a payment method for all kinds of tickets and is also subject to a positive credit worthiness check by the respective promoter. If the customer is allowed to purchase certain products or services on invoice payment shall be processed in cooperation with the respective promoter who is delivering said products or services. In such a case, the customer can only discharge the debt by rendering payment to the respective promoter. "Purchase on invoice" as a method of payment is also governed by the General Terms of Business of the respective promoter.
4. Our services are free of charge to our clients. When orders are submitted online, other service and shipping costs may be charged that may vary according to event. These fees are displayed to customers in the shopping cart when ordering; no further, undisplayed costs are incurred.

### IV. Right to cancel, specimen cancellation form

Consumers do not have a general right to cancel, and any right of consumers to cancel may lapse prematurely in the case of the following contracts:

1. Contracts for the provision of accommodation other than for residential purposes, the transport of goods, car rental services, catering, or **services relating to leisure activities, where the contract provides for a specific date or period** (Section 312g (2) Sentence 1 No. 9 BGB [German Civil Code]). That means that there is no right to cancel in cases where YOGA VOICE BERLIN offers services in the field of leisure activities, in particular admission tickets for events. Any order for tickets is therefore binding on the consumer once the order has been confirmed by YOGA VOICE BERLIN in accordance with Section II. 1 above, which means that the consumer has an obligation to accept and pay for the tickets ordered.
2. Contracts to supply audio or video recordings or computer software in a sealed package, if the seal is removed after delivery (Section 312g (2) Sentence 1 No. 6 BGB).

The following principles also apply to contracts concluded with consumers:

#### Information on cancellation rights

#### Right to cancel

You have the right to cancel this contract within fourteen days, without giving any reason.

The 14-day cancellation period begins on the day on which the goods are received by you, or by a third person named by you, other than the carrier.

In order to exercise your right to cancel, you must notify us,

YOGA VOICE BERLIN, To: KARA JOHNSTAD, P.O. Box 370111, DE-14131 Berlin, +49 (0) 30 31806069, Fax: +49 (0) 30 31806171, E-Mail: admin@yogavoice.berlin,

of your decision to cancel the contract by sending us a clear written statement to that effect (e.g. in a postal letter, telefax message or eMail). You may use the specimen cancellation form attached hereto, but are under no obligation to do so.

To keep within the cancellation period, it is sufficient if you send your notification of exercising your right to cancel before the cancellation period ends.

### Consequences of cancellation

If you cancel this contract, we have to immediately refund to you any payments we have received from you, including delivery charges (except for the additional costs resulting from your choosing a different form of delivery than the standard, most favourable form offered by us), by no later than fourteen days after the day on which we receive notification of your cancelling this contract. To make the refund, we use the same means of payment as you used for the original transaction, unless explicitly agreed otherwise with you; you will not be charged anything for the refund. We may refuse to pay the refund until the goods have been returned to us or until you have provided proof that you sent the goods back, whichever is the earlier.

You must return or hand over the goods to us without delay, in any case no later than fourteen days after the day on which you notified us of your cancelling the contract. The latter deadline has been met if you dispatch the goods before the 14-day period has expired. The direct costs for returning the goods must be borne by you. You do not have to pay for any loss in the value of the goods unless such loss in value is due to your handling the goods in a manner other than is necessary to inspect the condition, properties and functioning of the goods.

### Specimen cancellation form

(If you wish to cancel the contract, please fill out this form and return it to us.)

- To YOGA VOICE BERLIN, Kara Johnstad, Customer Service, P.O. Box 370111, DE-14131 Berlin:
  
- I/We (\*) hereby cancel the contract that I/We (\*) concluded to purchase the following goods (\*)/the following service (\*)
  
- Ordered on (\*)/received on (\*)
  
- Name of the consumer(s)
  
- Address of the consumer(s)
  
- Signature of the consumer(s) (only if notification is on paper)

- Date

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(\*) Please delete as applicable.

To download the specimen cancellation form as pdf file, please click [here](#).

*End of information on the right to cancel and specimen cancellation form*

The following shall apply in the event of cancellation by the customer:

YOGA VOICE BERLIN may refuse to pay the refund until the goods have been returned to YOGA VOICE BERLIN or until the customer has furnished proof that the goods have been sent back, whichever is the earlier date.

The customer must return or hand over the goods to YOGA VOICE BERLIN without delay, in any case no later than fourteen days after the day on which the customer notified YOGA VOICE BERLIN of his or her cancelling the contract. The latter deadline has been met if the customer dispatches the goods before the 14-day period has expired. The customer shall bear the direct costs for returning the goods. The customer must pay for any loss in the value of the goods if such loss in value is due to the goods being handled in a manner other than is necessary to inspect the condition, properties and functioning of the goods.

## **V. Retention of title; set-off; right of retention when purchasing on invoice**

1. If the customer is a consumer, YOGA VOICE BERLIN shall retain legal ownership of the purchased item until the invoice amount has been paid in full. If the tickets are personalised, the rights vested by the ticket are transferred to the customer on condition that the invoice amount is paid in full. The respective security interests are transferable to third parties.
2. If the customer is a business person engaged in commercial or self-employed activity, or a legal entity under public law, or a public-law corporation, YOGA VOICE BERLIN retains legal ownership of the purchased item until all outstanding debts in the business relationship with the customer have been settled. If tickets are personalised, the rights vested by the ticket are transferred to the customer on condition that all outstanding debts in the business relationship with the customer have been settled. The respective security interests are transferable to third parties.
3. The customer has no right of set-off unless the customer's counter-claims are established by a final court decision, or are undisputed or acknowledged by YOGA VOICE BERLIN. Furthermore, the customer has a right of set-off only to the extent that the customer's counter-claim derives from the same contractual relationship.
4. If the customer is in default on any payments owed to YOGA VOICE BERLIN, all outstanding receivables shall become due immediately.

## **VI. Liability limitations, exclusion of withdrawal in the case of particular breaches of duty**

1. YOGA VOICE BERLIN is unrestrictedly liable in all cases in accordance with the Product Liability Act for damages caused intentionally or through gross negligence, in the case of malicious concealment of defects, and for damages resulting from injury to life or health and physical injury. Liability for damages from breach of warranty is unlimited.
2. In the case of a breach of significant contractual obligations (so-called cardinal obligations) that are only based on simple negligence, YOGA VOICE BERLIN shall be liable limited to compensation for foreseeable losses typical for this type of contract.
3. Apart from the cases stated in paragraphs 1 and 2, YOGA VOICE BERLIN shall not be liable for losses caused by simple negligence.
4. The customer's right to free him/herself from the contract due to a breach of obligation for which the promoter or YOGA VOICE BERLIN is not responsible and in which the goods are not at fault is ruled out.
5. If the liability of YOGA VOICE BERLIN is ruled out or limited under the paragraphs above, this also applies to the liability of their agents and assistants.

## VII. Final provisions

1. The laws of the Federal Republic of Germany apply exclusively. Contract language is German. Regardless of the above provision on choice of governing law, consumers who are normally resident in a country other than the Federal Republic of Germany may always invoke the laws of the state in which they are resident.
2. The sole place of fulfilment for delivery, performance and payment is Berlin if the customer is an entrepreneur in the sense of § 14 German Civil Code.
3. If the customer is a merchant, then the exclusive (and international) court of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship is Berlin. In the case of cross-border contracts, this also applies for non-merchants. YOGA VOICE BERLIN reserves the right to call on any other internationally responsible court.

As at: January 25th, 2015

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