

Yogaspace s.r.o.
GENERAL TERMS AND CONDITIONS (2026)
Effective as of 1 January 2026

1. A: COMMON PROVISIONS (*Applies to all customers*)

1.1. General Information and Definition of Terms

1.1.1. These General Terms and Conditions (hereinafter referred to as the "T&Cs") govern the mutual rights and obligations of the contracting parties arising in connection with the provision of services (yoga classes and courses) and the sale of goods (via the online shop/e-shop).

1.1.2. The operator and seller is **Yogaspace s.r.o.**, with its registered office at Nad Smetankou 225/2, 190 00 Prague 9, Czech Republic, ID No. (IČ): 24207608. File number: C 188685, registered in the Commercial Register kept by the Municipal Court in Prague (hereinafter referred to as the "Operator" or "Seller").

1.1.3. Contact details of the Seller: delivery address: Zbyněk Haluza, Nad Smetankou 225/2, 190 00 Prague 9, Czech Republic, email address: yoga@yogaspace.cz. Current information and the offer of services and goods are available on the websites www.yogaspace.cz and www.yogaspace.eu.

1.1.4. These T&Cs consist of the following parts:

- **Part A: Common Provisions (applies to all customers).**
- **Part B: Provision of Services (applies exclusively to the purchase and reservation of classes and courses).**
- **Part C: Sale of Goods (applies exclusively to the purchase of physical goods in the e-shop and at the studio/premises).**
- **Part D: Final Provisions**

1.1.5. For the purposes of these T&Cs, the term "Participant", "Buyer", "Customer" or "You" means a natural person (or a child and their legal representative/guardian) who enters into a contract with the Seller. The Terms and Conditions do not apply to cases where a person intending to purchase services or goods from the Seller is a legal entity or a person acting within their business or independent professional activity when ordering goods and services (B2B).

1.1.6. Provisions deviating from the Terms and Conditions may be agreed upon in the purchase contract. Such deviating provisions in the purchase contract shall take precedence over the provisions of these Terms and Conditions.

1.1.7. The purchase contract and the Terms and Conditions are drawn up in the Czech language, in which the contract may also be concluded. The contract, including the T&Cs, is archived by the Seller in electronic format and is not accessible. (*Note: This translation is provided for informational purposes only; the legally binding version remains the Czech original.*)

1.1.8. The Seller may amend or supplement the wording of these Terms and Conditions, without prejudice to the rights and obligations that arose during the period of validity of the previous wording. The new wording of the T&Cs becomes effective on the date of publication on the website, unless a different effective date is specified therein.

1.2. User Account (Registration)

1.2.1. Based on the Buyer's registration on the website, the Buyer can access their user interface (hereinafter referred to as the "User Account"). From their User Account, the Buyer can manage reservations, purchase credits, and potentially place orders for goods.

1.2.2. When registering and when ordering services or goods, the Buyer is obliged to provide all information correctly and truthfully. The Buyer is obliged to update this information in the event of any changes. The information provided by the Buyer is considered correct by the Seller.

1.2.3. Access to the User Account is secured by a username and password, regarding which the Buyer is obliged to maintain confidentiality. The Buyer is not authorised to allow third parties to use their User Account.

1.2.4. The Seller may cancel the User Account, particularly in cases where the Buyer has not used their account for more than 180 days, or if the Buyer breaches their obligations under the contract and these T&Cs.

1.2.5. The Buyer acknowledges that the User Account may not be available continuously, with regard to necessary hardware and software maintenance.

1.3. Personal Data Protection and Sending of Commercial Communications

1.3.1. The protection of the Buyer's personal data is ensured in accordance with Regulation (EU) 2016/679 of the

European Parliament and of the Council (GDPR) and Act No. 110/2019 Coll., on Personal Data Processing.

1.3.2. When ordering goods and services, only those personal data are requested which are necessary for the performance of the contract, the issuance of a tax document (invoice), and the delivery of goods (usually first name and surname, address, email, and telephone number).

1.3.3. This information is protected and is not disclosed to third parties without the prior consent of the Buyer. The only exceptions are processors involved in the performance of the contract and operations:

- **MOTYZA s.r.o.** Slovakia, ID No. (IČ): 46 923 152 (operator of the reservation system www.sportimea.com),
- **GOPAY s.r.o.** (providing online card payments),
- shipping/transport companies delivering goods from the e-shop,
- independent customer review servers, e.g. Heureka.cz.

1.3.4. The Buyer acknowledges that if they consent to receiving commercial communications and the storage of cookies, they can withdraw this consent at any time.

1.3.5. Detailed information on personal data processing is available in a separate document: *Privacy Policy*.

1.4. Alternative Dispute Resolution and Supervisory Authorities

1.4.1. The Czech Trade Inspection Authority (*Česká obchodní inspekce*), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Czech Republic, ID No. (IČ): 000 20 869, website: <http://www.coi.cz>, is competent for the alternative (out-of-court) resolution of consumer disputes arising from the purchase contract.

1.4.2. The Seller is authorised to sell goods and services on the basis of a trade license. Trade licensing inspections are carried out within the scope of their authority by the competent trade licensing office.

1.4.3. Supervision over the area of personal data protection is exercised by the Office for Personal Data Protection (*Úřad pro ochranu osobních údajů*).

1.5. Final Common Provisions

1.5.1. If the relationship established by the purchase contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. This is without prejudice to consumer rights arising from generally binding legal regulations.

1.5.2. The provisions of these T&Cs do not affect consumer rights under applicable consumer protection laws. The Buyer hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Czech Civil Code.

1.5.3. If any provision of these Terms and Conditions is or becomes invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

2. PART B: RULES FOR SERVICES (CLASSES, COURSES AND RESERVATION SYSTEM)

This part of the Terms and Conditions applies exclusively to the provision of services – the organisation of yoga classes and courses and the use of the reservation system.

2.1. Subject of Services and Formation of the Contract

2.1.1. The aim of the classes and courses is to create suitable conditions and ensure the leading of the class by a qualified person (instructor) so that participants can learn the basics or develop skills in the practice of yoga. The Operator does not guarantee that every participant will achieve a certain level of performance.

2.1.2. The contract between the Operator and the Participant is formed at the moment the Participant registers bindingly for a class or course through the reservation system. From this moment, the Operator undertakes to enable the Participant's participation and to ensure professional guidance. The Participant undertakes to pay the fee and to follow the instructions of the Operator and the instructor.

2.2. Reservation of Classes and Registration for Courses (Sportimea System)

2.2.1. The current schedule and description of classes and courses are available on the website www.yogaspaces.cz (and in English on www.yogaspaces.eu). Courses are usually scheduled for a duration of 10 to 20 classes.

2.2.2. Registration for classes and courses takes place primarily through the online reservation system **Sportimea**. The Operator does not accept any other method of course registration or class reservation. It is possible to attend individual classes without a reservation, and availability can be checked in the schedule on the website.

2.2.3. By bindingly registering, the Participant confirms that they are aware of their state of health, consider it

suitable for participation, and are not aware of any facts that would limit them. If the instructor or the Operator finds that the course does not correspond to the Participant's abilities or health status, they reserve the right to transfer them to another course or terminate their participation.

2.2.4. If the Participant fails to arrive for a class for which they are registered at least 3 minutes before its start, the Operator reserves the right to cancel the reservation with a penalty and offer the place to another interested person. In such a case, the Participant is not entitled to a replacement class or a refund of credits.

2.2.5. Cancelling a class (cancellation of a reservation) in the reservation system is possible no later than **2 hours** before the start of the class.

2.3. Fees, Credits and Payment Conditions

2.3.1. The fee for a class or course includes entry to the premises, use of the changing room, sanitary facilities, professional guidance, and the use of exercise equipment/props for the duration of the class.

2.3.2. Credits for classes: To reserve an individual/single class, it is necessary to have a sufficient amount of valid credits on the User Account. Credits are valid for **12 months** from the date of payment, and purchased credits cannot be refunded.

2.3.3. Courses: Upon submitting the registration, the Participant undertakes to pay the course fee through the **GoPay** payment gateway. The right to participate in the course arises only after the full payment of the fee (in the case of bank transfer, upon credit to the Operator's bank account).

2.4. Cancellation Terms and MULTISPORT Card

2.4.1. Course Cancellations: If the Participant notifies the termination of their participation in a course in writing (by email):

- **15 or more days before the start of the course:** The Operator will transfer 50% of the paid price to credits (at a ratio of 1 CZK = 1 credit) on the User Account.
- **14 or fewer days before the start of the course:** The Operator will transfer 30% of the paid price to credits.
- **After the start of the 1st class of the course:** The Operator is not obliged to refund any part of the paid price.

Cancellation credits credited to the account are valid for **6 months** from the date of the cancellation notification.

2.4.2. MultiSport Card:

Payment for 60-minute classes using a MultiSport card is processed via a guarantee deposit.

2.4.2.1. The customer purchases a "**MULTISPORT-ZÁLOHA**" (MultiSport Deposit) membership in the reservation system for **CZK 300**, which credits 300 credits to their User Account (1 CZK = 1 credit). Credits purchased under this membership have unlimited validity and serve as a guarantee for booking classes.

2.4.2.2. If the customer requests the cancellation of this membership and the refund of unused credits within **3 months** of its purchase, an amount of **CZK 200** will be refunded to them via a reverse payment. The remaining **CZK 100** represents a non-refundable fee intended to cover bank charges and administrative costs associated with the acceptance of MultiSport cards.

2.4.2.3. After **3 months** from the purchase of the membership, the credits are finally non-refundable (they cannot be exchanged back for cash or a bank transfer); however, they remain on the customer's reservation account without any time limit until they are fully spent on class reservations.

2.4.2.4. If the Participant attends the reserved class and pays on-site with their MultiSport card, the blocked credit will be returned in full to their User Account (usually within 1 hour of the end of the class).

2.4.2.5. If the Participant fails to attend the reserved class, presents a non-functional MultiSport card, or makes a reservation other than through the MULTISPORT-ZÁLOHA membership, the credit used for the reservation of that class will be deducted. Once the deposit is exhausted, it is necessary to purchase additional credits to make further reservations.

2.5. Compensation for Missed Course Classes

2.5.1. Within a course, a certain number of missed classes can be replaced, which is precisely determined for each individual course. The Participant is not entitled to replace any further missed classes beyond this limit.

2.5.2. Only classes from which the Participant has cancelled in a timely manner (at least 2 hours in advance in accordance with point 2.2.5) can be replaced. After cancellation, the system will generate a replacement pass/membership for booking another open class.

2.5.3. Replacement classes can only be redeemed until the **end of the week (Sunday, 23:59)** in which the respective course ends.

2.6. Rights and Obligations during Classes

2.6.1. Participants are obliged to follow the instructions of the instructor and the Operator and not to interfere with the leading or course of the class.

2.6.2. The Participant is fully liable for any damage to or destruction of borrowed exercise equipment/props (unless agreed otherwise with the Operator).

2.6.3. The Operator reserves the right to refuse the Participant's participation without any right to compensation for serious reasons (health condition, suspicion of being under the influence of alcohol or addictive substances, disturbing other participants, or non-compliance with instructions).

2.6.4. The Operator is not responsible for adult participants or for the common areas of the building. For minor participants, the instructor assumes responsibility only during the actual lesson/class (from arrival at the studio premises to departure at the end of the class).

2.6.5. By bindingly registering, the Participant agrees that the Operator may take photographs and make video recordings of the classes for educational and marketing purposes, without any entitlement to remuneration.

2.7. Rights from Defective Performance of Services (Complaints)

2.7.1. The Operator is responsible for ensuring that the content of the classes and courses corresponds to the published description.

2.7.2. Dissatisfaction with the quality of a class should ideally be resolved immediately on-site with the instructor. If the solution is not satisfactory, the Participant can submit a complaint by email to yoga@yogaspaces.cz within **7 days** of the issue. The email must include: the date and time of the class, the Participant's name, contact details, and a description of the issue.

2.7.3. If there was an error on the part of the Operator, the amount (or a part thereof) will be refunded in the form of credits to the User Account (valid for **6 months**) within 7 days of the complaint being accepted.

3. PART C: SALE OF GOODS (E-SHOP AND PREMISES)

This part of the Terms and Conditions applies to the purchase of physical goods (e.g. yoga mats, exercise equipment/props, accessories) in the Seller's online shop at www.yogaspaces.cz and during direct sales at the Seller's premises/studio.

3.1. Order and Conclusion of the Purchase Contract

3.1.1. All presentations of goods in the web interface of the shop are of an informative nature, and the Seller is not obliged to conclude a purchase contract regarding these goods (Section 1732(2) of the Czech Civil Code).

3.1.2. The web interface of the shop contains information about the goods, including the prices of individual items and the costs of returning them if, by their nature, they cannot be returned by normal post. The prices of goods are listed including all related fees.

3.1.3. To order goods, the Buyer shall fill in the order form in the web interface of the shop. The order form contains, in particular, information about:

- the ordered goods (placing the goods into the electronic shopping basket),
- the method of payment of the purchase price and the requested delivery method,
- the costs associated with the delivery of the goods.

3.1.4. Before sending the order to the Seller, the Buyer is allowed to check and modify the data they entered into the order. The Buyer sends the order by clicking the "**Order with obligation to pay**" button (or a button with a similarly clear, unambiguous text). The data provided in the order are considered correct by the Seller.

3.1.5. The contractual relationship (purchase contract) between the Seller and the Buyer is formed upon delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by email to the Buyer's email address.

3.2. Prices of Goods, Payment and Delivery Conditions

3.2.1. The purchase price of the goods and any costs associated with the delivery of the goods under the purchase contract can be paid by the Buyer to the Seller in the following ways:

- cashless payment card via the **GoPay** payment gateway,
- cashless bank transfer to the Seller's bank account,
- in cash or by card upon personal collection at the Seller's premises/studio.

3.2.2. Along with the purchase price, the Buyer is obliged to pay the Seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall hereinafter also include the costs associated with the delivery of the goods.

3.2.3. The methods of delivery of goods (e.g. transport service, Zásilkovna, PPL, or personal collection) and their

prices are listed in the web interface of the e-shop during the ordering process.

3.2.4. If the Seller is obliged under the purchase contract to deliver the goods to a place specified by the Buyer in the order, the Buyer is obliged to take delivery of the goods upon delivery. Upon taking delivery of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier immediately.

3.2.5. The risk of damage to the goods passes to the Buyer at the moment they take delivery of the goods, or at the moment when the Buyer was obliged to take delivery of the goods but failed to do so in breach of the purchase contract.

3.2.6. In the case of direct purchase at the Seller's premises/studio, the purchase contract is concluded, the purchase price is paid, and the goods are taken over at the moment of their handover to the customer.

3.3. Withdrawal from the Purchase Contract by a Consumer (Return of Goods within 14 Days)

3.3.1. A Buyer who is a consumer has, in accordance with Section 1829(1) of the Czech Civil Code, the right to withdraw from the purchase contract without giving any reason within **14 (fourteen) days** from receipt of the goods (or from receipt of the last delivery of goods, if the subject of the contract is the delivery of several types or parts).

The right to withdraw from the purchase contract without giving any reason within 14 days applies exclusively to goods purchased via the e-shop (contracts concluded at a distance). This right does not arise for direct purchases of goods at the Seller's premises/studio.

3.3.2. For the purpose of exercising the right of withdrawal, the Buyer must inform the Seller (**Zbyněk Haluza / Yogaspace s.r.o.**, Nad Smetankou 225/2, 190 00 Prague 9, Czech Republic, email: yoga@yogaspace.cz) of their withdrawal by means of an unequivocal statement (e.g. a letter sent by post or an email). The Buyer may use the **Model Withdrawal Form** attached as Annex 1 to these T&Cs, but is not obliged to do so.

3.3.3. To meet the withdrawal deadline, it is sufficient to send the withdrawal before the relevant period expires.

3.3.4. If the Buyer withdraws from the contract, they shall return or hand over the goods received from the Seller without undue delay, and no later than **14 days** from withdrawal. The direct costs of returning the goods shall be borne by the Buyer (even if the goods cannot be returned by normal post due to their nature).

3.3.5. If the Buyer withdraws from the contract, the Seller shall refund all payments received from the Buyer without undue delay, and no later than **14 days** from receipt of the notice of withdrawal, including delivery costs (except for additional costs resulting from the Buyer's choice of delivery method other than the cheapest standard delivery offered by the Seller). The Seller will use the same payment method for the refund as the Buyer used for the initial transaction, unless the Buyer has expressly agreed otherwise.

3.3.6. The Seller is not obliged to refund the received payments to the Buyer before the Buyer hands over the goods or proves that they have sent the goods back to the Seller.

3.3.7. The Buyer is only liable to the Seller for any diminished value of the goods resulting from handling the goods in a manner other than that necessary to establish their nature and characteristics (e.g. if a yoga mat is visibly worn or soiled from intensive use).

3.3.8. The consumer cannot withdraw from the purchase contract, among other cases specified in Section 1837 of the Czech Civil Code, in the case of goods in sealed packaging which are not suitable for return due to health protection or hygiene reasons and which were unsealed by the consumer after delivery.

3.4. Rights from Defective Performance and Complaints (Warranty)

3.4.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by applicable generally binding legal regulations (in particular Sections 1914 to 1925, Sections 2099 to 2117, and Sections 2161 to 2174b of the Czech Civil Code and Act No. 634/1992 Coll., on Consumer Protection).

3.4.2. The Seller warrants to the Buyer that the goods are free from defects upon receipt. In particular, the Seller warrants to the Buyer that the goods:

- correspond to the agreed description, type, and quantity, as well as quality, functionality, and other agreed characteristics,
- are fit for the purpose for which the Buyer requires them and with which the Seller has agreed,
- are delivered with the agreed accessories and instructions for use.

3.4.3. The Buyer may claim a defect that manifests itself on the goods within **24 months** of receipt.

3.4.4. If the goods have a defect, the Buyer may request its removal. At their option, they may request the delivery of new goods without defects or the repair of the goods, unless the chosen method of defect removal is impossible or disproportionately expensive compared to the other.

3.4.5. The Buyer may request a reasonable discount or withdraw from the purchase contract if:

- the Seller refused to remove the defect or did not remove it in accordance with legal regulations,
- the defect manifests itself repeatedly,
- the defect is a material breach of the purchase contract, or
- it is obvious from the Seller's statement or from the circumstances that the defect will not be removed within a reasonable time or without significant inconvenience to the Buyer.

3.4.6. The Buyer is not entitled to rights from defective performance if the Buyer caused the defect themselves (e.g. by mechanical damage to the mat, incorrect storage, or maintenance contrary to the instructions).

3.4.7. Complaints regarding goods shall be raised by the Buyer with the Seller. The Buyer is obliged to notify the complaint in writing by email to **yoga@yogaspacespace.cz** or by post to the Seller's registered office address and subsequently deliver the claimed goods (by post or personally) to the Seller's premises/studio.

3.4.8. The Seller is obliged to issue a written confirmation to the Buyer stating when the Buyer exercised their right, what the content of the complaint is, and what method of complaint resolution the Buyer requests.

3.4.9. The complaint, including the removal of the defect, must be resolved and the Buyer must be informed of this no later than **30 days** from the date of the complaint, unless the Seller and the consumer agree on a longer period.

4. PART D: FINAL PROVISIONS

This part governs the final legal and organisational requirements relating to these General Terms and Conditions as a whole.

4.1. Governing Law

4.1.1. All legal relationships arising on the basis of or in connection with the provision of services or the sale of goods shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., Civil Code, and Act No. 634/1992 Coll., on Consumer Protection, as amended.

4.1.2. If the relationship established by the contract contains an international (foreign) element, the contracting parties agree that the relationship shall be governed by Czech law. This is without prejudice to consumer rights arising from generally binding legal regulations.

4.2. Severability of Provisions

4.2.1. If any provision of these Terms and Conditions is or becomes invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid provision.

4.2.2. The invalidity or ineffectiveness of one provision shall not affect the validity and effectiveness of the other provisions of these T&Cs.

4.3. Archiving of the Contract and Accessibility of T&Cs

4.3.1. Concluded contracts, including the General Terms and Conditions, are archived by the Seller/Operator in electronic format and are not publicly accessible.

4.3.2. The current wording of the T&Cs is available to customers on the websites www.yogaspacespace.cz and www.yogaspacespace.eu and is open for inspection at the Seller's premises.

4.4. Amendments to T&Cs and Effect

4.4.1. The Seller/Operator may amend or supplement the wording of these Terms and Conditions. This provision is without prejudice to the rights and obligations that arose during the period of validity of the previous wording of the T&Cs.

4.4.2. The new wording of the T&Cs becomes effective on the date of its publication on the Seller's website, unless a later effective date is specified therein.

4.4.3. These General Terms and Conditions shall become valid and effective on **1 January 2026**.

4.5. Contact Details of the Seller and Operator

- **Registered Company Name:** Yogaspacespace s.r.o.
- **Registered Office / Delivery Address:** Nad Smetankou 225/2, 190 00 Prague 9, Czech Republic
- **Company ID No. (IČO):** 24207608
- **Email:** yoga@yogaspacespace.cz
- **Web:** www.yogaspacespace.cz / www.yogaspacespace.eu

ANNEX 1 – MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the purchase contract)

Sender (Consumer):

Full Name: _ _ _ _ _

Address: _ _ _ _ _
_ _ _ _ _

E-mail: _ _ _ _ _ **Tel.:** _ _ _ _ _

Recipient (Seller):

Yogaspace s.r.o.,
Nad Smetankou 225/2, 190 00 Praha 9
E-mail: yoga@yogaspace.cz

Pursuant to Section 1829(1) of Act No. 89/2012 Coll., the Civil Code, I hereby provide notice of my withdrawal from the purchase contract for the following goods:

- **Item:** _ _ _ _ _
- **Order / Invoice Number:** _ _ _ _ _
- **Date of Order:** _ _ _ _ _ **Date of Receipt:** _ _ _ _ _
- **Bank Account for Refund (IBAN):**
_ _ _ _ _

In _ _ _ _ _ **Date:** _ _ _ _ _

Signature: *(Required only if this form is submitted via post)*

IMPORTANT INSTRUCTIONS FOR RETURNS:

- > **Deadline:** Withdrawal must be notified within 14 days of receipt of goods.
- > **Dispatch:** Goods must be returned to the Seller no later than 14 days after the withdrawal notice is sent.
- > **Costs:** The Buyer is responsible for all direct costs of returning the goods.