

Terms and Conditions

Last updated: January 22nd, 2024

INTRODUCTION

All classes, courses, and workshops are supplied by Good Times Movement Company LTD, trading as Tides Within, whose company number is 14970657), subject to the following express Terms. In these Terms “we”/”us”/”our” means Tides Within. And “you”/”your”/”yours” means you, the direct client.

CANCELLING YOUR BOOKING, REFUNDS, LATE CANCELLATIONS AND NO SHOWS

You may cancel your booking, without charge, up to 12 hours before the start of the session that you have booked. If you book onto a session within 12 hours of its scheduled start time, there is no entitlement to cancel other than in accordance with the next paragraph.

If you are on an unlimited membership (monthly, 6-monthly, 12-monthly, founding membership) and fail to cancel within the cancellation period stipulated above, do not turn up for a booked class, or arrive late to a booked class, these following penalties will apply:

A penalty of £5.00 will be applied if 5 late cancellation(s) are registered within 7 day(s).

A £10.00 fine will be applied for 5 no shows over a period of 7 days

If you are on a 10-class pass or have paid a drop-in fee, upon a late cancellation, no-show or late arrival to a booked class, the credit will be used as if you had attended the class. If cancelled in accordance with the 12-hour cancellation procedure, your class credit will be added back to your account.

If you cancel a workshop in accordance with the 12-hour cancellation procedure, your workshop credit will be added back to your account for use within 6 months.

If you have purchased a single class credit or membership type we do not offer refunds, however, your case will be reviewed by management if requested.

MAKING A CHANGE TO YOUR BOOKING

You may change your booking up to 12 hours before the start of your class/course/workshop that you have booked.

You may change or cancel a booking online, by phone, or in person at the studio.

IF WE CANCEL YOUR BOOKING

In the event that we cancel a class or classes that you have booked, we will contact you by email or telephone to let you know. At the time of cancellation, your account will be re-credited with the price of the cancelled class.

SUBSTITUTE TEACHERS We reserve the right to make schedule changes when necessary. This can include last minute changes to teachers due to unforeseen circumstances. In this instance, you reserve the right to cancel your reservation at any time, without charge.

LATENESS POLICY Tides Within operates a policy which prevents you from taking part in a class if you are late. This policy is in place to prevent injury and to be mindful of the teacher and other participants in the class. We ask you to be present at the studio 10 minutes prior to the beginning of the class. If you fail to show for a booked class in accordance with the above, the "late cancellation" policy (paragraph 2) will come into effect.

OTHER MEMBERSHIP TERMS AND CONDITIONS

Please read our Terms and Conditions ("the Terms") carefully before signing up for membership. By signing up for a membership, at the end of this document you are confirming that you have read the Terms and agree to be bound by them. These Terms together with the items listed in paragraph 2, below, constitute a membership contract between you (the client) and us (Good Times Movement Compant LTD).

BOOKING CLASSES

The cost of each class/course/workshop will be shown clearly on the website. If a member, all classes included in your chosen membership type will have no cost attributed to them. Additional classes/workshops / courses must be paid for at the time of booking. Bookings can be made via the online timetable on the website. It is your responsibility to ensure that you have made your booking and submitted payment correctly.

PAYMENT FOR DROP IN

If you wish to pay for classes/workshops /courses / promotions via the pay-as-you-go / drop in option: Payment for your class/course/workshop may be made by credit card or debit card. Payments can be made online.

PAYMENT FOR MEMBERSHIP

You can purchase a monthly, 6 monthly, 12 monthly, unlimited membership, or a 10 class pass online. Including founding memberships. Monthly memberships may be suspended once, during your membership period. 6 monthly members three times and 12 monthly memberships six times. All memberships may be suspended in accordance with the above, for 7 days or more. 10 class passes are not available for suspensions.

PREGNANCY POLICY

You & baby are our first priority when we have you in class. If you have had a very regular practice pre-pregnancy then by all means drop us an email so we can discuss you attending our dynamic classes, but if you're fairly new to yoga or haven't had a regular practice, we suggest you head to our pregnancy specific classes! Any questions? Just drop us a line hello@tideswithin.co.uk

COMPENSATION

We will compensate you for any loss or damage you may suffer as a result of a breach of the duties imposed on us by law. However, our liability to you may be mitigated to the extent the loss or damage is attributed to: 1. your own fault; 2. a third party unconnected with the provision

of our services; or 3. events which we could not have foreseen or avoided even if we had taken all of the responsible precautions

Our liability to compensate you (other than in the case of personal injury or death) will be limited to a reasonable amount having regard to such factors as whether the loss or damage was due to a negligent act or omission by us.

MEMBERSHIP FEE CHANGES

Tides Within reserves the right to review and change Membership Fees periodically. Your monthly Membership Fees will remain the same as your Membership start date throughout your contracted period. Once your contract period has come to an end the Membership Fee will be charged at the rate at the time of the renewal.

PAYMENT

Payment may be made by credit or debit card online only.

NON-PAYMENT OF FEES

If your Membership Fees become overdue, we reserve the right to refuse you entry into our studio/classes/courses/workshops until the overdue sums are paid in full.

Should you default on payments to us, we reserve the right to notify the default to a credit reference agency or other third party to obtain payment from you.

CANCELLATION OF MEMBERSHIP

All memberships last for a minimum of 1 month. After this time you are free to renew, or cancel your membership.

LOST PROPERTY

We will hold on to your goods for 2 weeks and keep them nice and safe for you. Please arrange to pick them up within this time frame, otherwise we take them out into the world and gift them to clothing bins, charities and other worthy causes!

HOW YOU SHOULD CONTACT US

Any written notice or completed form (eg. Request to Freeze Membership) should be e-mailed to the studio; hello@tideswithin.co.uk

You may change or cancel a class booking by phone, or in person at the studio.

FORCE MAJEURE

We shall not be liable to you or deemed to be in breach of these terms by reason of any delay in performing or any failure to perform any of our obligations in relation to these Terms, if the delay was due to any cause beyond reasonable control, including, but not limited to, Acts of God, explosion, flood, storm, fire, war or threat of war, riot, sabotage, insurrection, civil disturbance, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary, or local authority, strikes, lockouts or other industrial action or trade disputes (whether involving our employees or those of any third party), I.T, viruses,

difficulties in obtaining raw materials, labour , fuel, parts or machinery, power failure or breakdown in machinery.

WAIVER

No delay or failure by either party to exercise any of its powers, rights or remedies under these Terms will operate a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

SEVERABILITY

If any part of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from these Terms, the remainder of which will continue to be valid and enforceable to the fullest extent permitted by law.

ENTIRE AGREEMENT

These Terms form constitute the entire agreement between the parties and shall have effect to the exclusion of any other memorandum, agreement, or understanding of any kind, whether oral or written, between parties.

GOVERNING LAW AND JURISDICTION

These Terms shall be governed by and construed in accordance with English law and the parties hereby agree to submit the exclusive jurisdiction of the English courts.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Country refers to: United Kingdom

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Good Times Movement Company LTD, trading as Tides Within

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Goods refer to the items offered for sale on the Service.

Orders mean a request by You to purchase Goods from Us.

Service refers to the Website.

Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.

Third-party Social Media Service means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

Website refers to Tides Within, accessible from www.tideswithin.co.uk

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Placing Orders for Goods

By placing an Order for Goods through the Service, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Goods available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

Goods availability

Errors in the description or prices for Goods

Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected.

Your Order Cancellation Rights

Any Goods you purchase can only be returned in accordance with these Terms and Conditions and Our Returns Policy.

Our Returns Policy forms a part of these Terms and Conditions. Please read our Returns Policy to learn more about your right to cancel Your Order.

Your right to cancel an Order only applies to Goods that are returned in the same condition as You received them. You should also include all of the products instructions, documents and wrappings. Goods that are damaged or not in the same condition as You received them or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take reasonable care of the purchased Goods while they are in Your possession. We will reimburse You no later than 14 days from the day on which We receive the returned Goods. We will use the same means of payment as You used for the Order, and You will not incur any fees for such reimbursement.

You will not have any right to cancel an Order for the supply of any of the following Goods:

The supply of Goods made to Your specifications or clearly personalized.

The supply of Goods which according to their nature are not suitable to be returned, deteriorate rapidly or where the date of expiry is over.

The supply of Goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery.

The supply of Goods which are, after delivery, according to their nature, inseparably mixed with other items.

The supply of digital content which is not supplied on a tangible medium if the performance has begun with Your prior express consent and You have acknowledged Your loss of cancellation right.

Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Goods on the Service. The Goods available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order. The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

Payments

All Goods purchased are subject to a one-time payment.

Payment can be made through various payment methods we have available, such as Visa, MasterCard, Affinity Card, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay or non-delivery of Your Order.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Good Times Movement Company LTD
Trading as Tides Within
34 Market Place, SK1 1ES

Terms of Use for Tides Within - Yoga and Movement Space

Welcome to Tides Within, a space dedicated to promoting well-being, mindfulness, and movement. Before you engage in any activities within our premises, please read and understand the following terms of use. By using our facilities, you agree to comply with these terms and conditions.

1. Acceptance of Terms

By accessing or using Tides Within, you acknowledge that you have read, understood, and agree to abide by these terms of use. If you do not agree with any part of these terms, please refrain from using our facilities.

2. Use of Facilities

Tides Within provides a space for yoga and movement activities. Participants are expected to use the facilities responsibly, respecting the space and fellow practitioners. The facilities are to be used for their intended purposes only.

3. Registration and Membership

To access Tides Within, participants may be required to register and, if applicable, become a member. Membership terms, fees, and benefits are outlined in a separate membership agreement.

4. Code of Conduct

Participants are expected to adhere to a high standard of conduct. Disruptive or disrespectful behavior towards other participants, staff, or the premises is not tolerated.

5. Health and Safety

Prior to engaging in any activities, participants are responsible for ensuring they are in good health and able to participate. Any health concerns or pre-existing conditions should be communicated to the instructors.

6. Personal Belongings

Tides Within is not responsible for the loss or damage of personal belongings. Please secure your belongings in designated areas.

7. Liability Waiver

Participants understand and acknowledge the inherent risks associated with physical activities. Tides Within and its staff are not liable for any injuries or accidents that may occur during your participation.

8. Photography and Recording

Photography or recording of sessions is allowed only with the consent of all participants and the instructor. Respect the privacy of others.

9. Cancellation and Refund Policy

Details regarding cancellations, refunds, and any associated fees are outlined in the booking and payment policies.

10. Modification of Terms

Tides Within reserves the right to modify these terms of use at any time. Participants will be notified of any changes, and continued use of the facilities constitutes acceptance of the modified terms.

11. Governing Law

These terms are governed by the laws of [Your Jurisdiction]. Any disputes arising from or related to these terms will be resolved in the courts of [Your Jurisdiction].

Thank you for choosing Tides Within. We look forward to providing you with a positive and enriching experience in our yoga and movement space. If you have any questions or concerns, please contact our staff.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations

may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

United Kingdom Legal Compliance

You represent and warrant that (i) You are not located in a country that is subject to the United Kingdom government embargo, or that has been designated by the United Kingdom government as a "terrorist supporting" country, and (ii) You are not listed on any United Kingdom government list of prohibited or restricted parties.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By email: hello@tideswithin.co.uk

Privacy Policy

Last updated: February 28, 2023

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Tides Within, 34 Market Place SK1 1ES

Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.

Country refers to: United Kingdom

Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.

Personal Data is any information that relates to an identified or identifiable individual.

Service refers to the Website.

Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.

Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Website refers to Tides Within, accessible from www.tideswithin.co.uk

You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

Email address

First name and last name

Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

Cookies or Browser Cookies. A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.

Web Beacons. Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. You can learn more about cookies on TermsFeed website article. We use both Session and Persistent Cookies for the purposes set out below:

Necessary / Essential Cookies

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

Cookies Policy / Notice Acceptance Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

Functionality Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy Policy.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

To provide and maintain our Service, including to monitor the usage of our Service.

To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.

To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.

To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.

To manage Your requests: To attend and manage Your requests to Us.

For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.

For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.

With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.

With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.

With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.

With Your consent: We may disclose Your personal information for any other purpose with Your consent.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents

Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Delete Your Personal Data

You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You.

Our Service may give You the ability to delete certain information about You from within the Service.

You may update, amend, or delete Your information at any time by signing in to Your Account, if you have one, and visiting the account settings section that allows you to manage Your personal information. You may also contact Us to request access to, correct, or delete any personal information that You have provided to Us.

Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

Disclosure of Your Personal Data Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

Comply with a legal obligation

Protect and defend the rights or property of the Company

Prevent or investigate possible wrongdoing in connection with the Service

Protect the personal safety of Users of the Service or the public

Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, You can contact us:

By email: hello@tideswithin.co.uk

PARENT AND CHILD CLASSES

I hereby acknowledge and agree to the terms and conditions set forth in this Waiver of Liability for participating in the Parent and Child Yoga Class hosted by Tides Within, hereinafter referred to as the "Studio."

Assumption of Risks:

I understand that participating in yoga activities involves inherent risks, and I am aware that the Parent and Child Yoga Class may include physical movements and exercises that require a certain level of physical health, flexibility, and coordination. I acknowledge that both myself and my child are in suitable physical condition to participate in the class.

Medical Clearance:

I certify that both myself and my child have obtained any necessary medical clearance from a qualified healthcare professional and do not have any medical conditions or physical limitations that would prevent participation in the Parent and Child Yoga Class. I agree to inform the instructor of any changes in health or physical condition that may affect our ability to participate.

Hands-On Adjustments:

I acknowledge that hands-on adjustments by the instructor are considered an essential part of the yoga practice at Tides Within. These adjustments are intended to enhance the overall experience and ensure proper alignment. If I, or my child, prefer not to receive hands-on adjustments, I understand that it is my responsibility to inform the instructor before or during the class.

Responsibility for Personal Belongings:

I understand that Tides Within is not responsible for the loss or damage of any personal belongings brought to the studio premises.

Release of Liability:

In consideration for being permitted to participate in the Parent and Child Yoga Class, I hereby release, waive, discharge, and covenant not to sue Tides Within, its owners, instructors, employees, and any affiliated individuals or entities from any and all liability, claims, demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by myself or my child during participation in the class.

Photography and Video Release:

I understand that the Studio or instructor may ask for consent before releasing any photographs or videos taken during the Parent and Child Yoga Class. I acknowledge that I have the right to refuse consent and can discuss any concerns with the Studio or instructor.

Compliance with Studio Rules:

I agree to comply with all rules and guidelines set forth by Tides Within, including but not limited to studio etiquette, class schedules, and instructor directives.

Knowing and Voluntary Execution:

I have carefully read and fully understand the contents of this Waiver of Liability. I am aware that by signing this document, I am waiving certain legal rights, including the right to sue. I voluntarily and knowingly agree to the terms and conditions stated herein.