

SARAH THOMPSON C JULIE MONTAGU

Namaste

Thank you for applying for the Living Yoga Immersion¹ 200-hour teacher training programme and for taking the time to complete this application. Please complete sections 1 to 5 of the application form. Please returned, the signed application form together with the signed terms and conditions and risk acknowledgment form to Sarah Thompson and Julie Montagu (sarahthompsonyoga@gmail.com and Julie@juliemontagu.com). We will treat the information that you provide to us as confidential.

We will confirm within seven days of receiving your application form whether your application has been accepted. Please note that we require a £500 deposit (payable at the time of submitting the application form) in order to reserve your place. All applications are subject to our terms and conditions, which are included in the application pack.

We very much look forward to receiving your application and to welcoming you onto the teacher training programme.

+ The Living Yoga Immersion Teacher Training Team

Juliu & Sarah

Living Yoga Immersion is the trading name of Zephyr and Gaia Limited, a limited liability company registered in England and Wales (company number 10165837, registered office address is at 28 Wilton Road, Bexhill on Sea, East Sussex, England, TN40 1EZ).

APPLICATION FORM

Please fill out the form completely and accurately. All information provided on this form will be treated as confidential.

1. ABOUT YOU

First name:
Last Name:
Street address:
City:
County and post code:
Country:
Home phone:
Mobile phone:
E-mail:
Occupation:
Emergency contact (name and phone number):

2. ABOUT YOUR YOGA PRACTICE

- a) How long have you been practicing yoga?
- b) What kind of yoga and/or meditation do you practice? Please briefly describe your practice.

2. ABOUT YOUR YOGA PRACTICE CONT.

c) Do you have any other experience or qualifications relevant to your application (e.g. bodywork, massage or personal training qualification or a dance background)? If so, please describe.
d) Have you already completed a yoga teacher training programme? If so, please provide details, including of any post-qualification teaching experience.
e) Why have you chosen to deepen your yoga studies by applying for this programme? What draws you to this style of training and yoga?
f) Why do you want to teach yoga? (Optional - please feel free to leave this blank if you are applying to th course to deepen your own practice and do not currently wish to teach.)
g) What do you hope to gain from participating in this programme?
h) Is there anything else that you would like to share with us about your reasons for applying?

3. HEALTH INFORMATION

Please tick "yes" or "no" to the questions below. If you answer "yes" to any of the questions below, please provide further details.

HEALTH INFORMATION	Y/N
1. Are you or have you been under medical treatment for any physical or psychological condition?	
2. Are you currently taking any medications that might affect your physical performance or	
well- being? If so, what?	
3. Do you have any physical conditions or injuries? If so, what?	
4. Have you had a recent surgery?	
5. Do you have a bone, joint or other problem that causes you pain or any limitations to address when	
developing a program (e.g. arthritis, high blood pressure, high cholesterol, osteoporosis, anorexia,	
anaemia, epilepsy, respiratory ailments, back problems, etc.)?	
6. Do you lose your balance due to dizziness or do you ever lose consciousness?	
7. Are you currently pregnant or trying to get pregnant?	
- If you have marked YES to any of the above, please elaborate below. Also list any other	
information that we should know about your heath and/or fitness levels:	

Please ensure to keep us updated of any changes to the health information set out in this form between the time of submitting the application and the start of the programme.

4. FEES

YOUR BANK DETAIL S.

The total course fee for the teacher training programme is £2900 or £2610 (with an "early bird" discount of 10%) if paid in full by 31 August 2016. The balance of Course Fees (£2400) must be paid in full by 23 November 2016 (two calendar months before the start of the teacher training). For all applications a non-refundable deposit of £500 is required at the time of booking and payment of fees is subject to our terms and conditions.

NAME: ACCOUNT#: SORT CODE:		
Please tick your preferred payment option.		
EARLY BIRD COURSE FEE	PLEASE TICK	
£500 deposit with balance of £2110 due by 31 August 2016.		
Single payment of £2610 (including £500 non- refundable deposit)		
STANDARD COURSE FEE		
£500 deposit with balance of £2400 due by 23 November 2016		
Single payment of £2900 (including £500 non- refundable deposit)		
If you are booking the course after 23 November 2016 please note that you will n balance of the course fees (£2900) at the time of booking.	eed to pay the full	
5. PERSONAL REFERENCE		
Please provide the name of someone who would be happy to provide you with a big (no more than 500 words). The reference may be submitted to us together with the separately via email.		
Name:		
By signing below, I affirm that the information provided in this application is true and complete and that I have read this document in its entirety and understand it. By signing the application below, I confirm that I accept and am agreeing to the attached Terms and Conditions.		
Signature: Date:		
Name:		

RISK ACKNOWLEDGEMENT & WAIVER

l,	hereby agree to the following:
health programmes, workshops and other exercise and healing Gaia Limited trading as "Living Yoga Immersion" (the "Compar presenters, employees and independent contractors. I recognis the Course. I understand that the Activities require physical exercise physical condition to participate in the Activities and that I have Activities. I understand that it is my responsibility to consult with If I have consulted a physician, I confirm that I have taken the physics absolute discretion to refuse my participation in the Activities Activities could, in some circumstances, result in abnormal blocalso understand that I could experience muscle, back, or bone in sufficiently self-aware to stop physical activity before I become	Course") which includes yoga classes, meditation and breath work arts activities (collectively, the "Activities") offered by Zephyr and my") and/or its owners, directors, instructors, teachers, workshop the that I must be in good physical and mental health to participate in ertion and I represent and warrant that I am physically fit in proper to no medical condition which would prevent my participation in the applysician prior to and regarding my participation in the Activities ysician's advice. I understand that the Company reserves the right in son medical or fitness grounds. I am aware that participation in the od pressure, fainting, heartbeat disorders or other physical injury, juries during exercise. I understand my physical limitations and am the ill or injured. I understand that it is my continuing responsibility tether physical or psychological), injuries or surgeries prior to the medical condition.
any risks, direct or indirect losses or damages to to myself or as a result of participating in the Activities save as set out below Activities, I knowingly, voluntarily and expressly waive any "Clair directors, employees, and/or its instructors, teachers, employee landlord of the Studio (each, a "Released Party") for any Clair the Course (except for death or personal injury caused by the redamage of my personal belongings. I agree to indemnify and he in defending any Claim made by me or anyone making a Claim personal injury caused by the negligence of a Released Party). demands, expenses, fees, legal actions, rights of actions for that I may suffer (including any legal fees or expenses) in contractions.	and save as set out herein, I agree to assume full responsibility for to my personal belongings and for any injuries which I might incurve. In further consideration of being permitted to participate in the ns" (as defined below) I may have against the Company, its owners es, volunteer staff, interns, and/or independent contractors and the natt I may sustain as a result of participating in the Activities in negligence of the Released Parties) or in relation to the loss and/or old harmless each Released Party from any loss or liability incurred on my behalf, (except where such Claim is in respect of death or "Claims" include but are not limited to any and all liabilities, claims damages, personal injury, mental suffering and distress, or death nection with participation in the Activities. Save where a Claim is in the participation in the Activities. Save where a Claim is into the participation in the Activities.
instructors on the course will use touch techniques to correct a area to be targeted. I understand that such touch techniques a	on assists and adjustments and massage and that the teachers and alignment and/or to focus my concentration on a particular muscle re an inherent requirement of the Course syllabus, however I fee a thereto, I confirm that I will immediately request that the teacher
	oh or video classes or events occurring at its studios and place such Is and those of any guest instructors or teachers. I hereby consen In or video.
This agreement shall be construed in accordance with, and government the courts of England and Wales.	verned by English law and is subject to the exclusive jurisdiction of
	ver of liability and fully understand its contents. I voluntarily and full knowledge of their meaning, significance and implication. This cors and assigns.
Signature:	Date:
Name:	

TERMS & CONDITIONS

These Terms and Conditions (the "Terms") set out the agreement between you, the participant in the Living Yoga Immersion 200-hour Teacher Training Programme ("you" or "your") and Zephyr and Gaia Limited, trading as the Living Yoga Immersion, a company incorporated in England and Wales with company number 10165837 whose registered office is at 28 Wilton Road, Bexill-on-Sea, East Sussex, England, TN40 1EZ ("we", "us", "our" or the "Company") (each a "Party" and together the "Parties").

1. Application

I.1. We intend to rely upon the Terms in relation to the contract between you and us. We have the right to revise and amend these Terms from time to time and you will be notified in writing of any such changes.

2. Enrolment and Fees

- 2.1. The submission of the Course application form (the "Application Form") and payment of the £500 deposit (the "Deposit") constitute an offer by you to enter into a binding contract with us in relation to your participation in the 2017 Living Yoga Immersion 200-hour Teacher Training Programme (the "Course") which we are free to accept or decline in our sole and absolute discretion. All Course bookings are subject to availability. Upon receipt of your application we will confirm in writing whether your application has been accepted.
- 2.2. Applications will only be accepted upon the payment of a non-refundable deposit of £500. If you are paying the course fees ("Course Fees") in full, the £500 non-refundable deposit is considered to be included within this amount. If you are booking after 23 November 2016 you will be required to pay the Course Fees in full at the time of booking.
- 2.3. Course Fees are set out in the accompanying Application Form. Upon your acceptance onto the Course you are agreeing to pay the Course Fees (whether or not you subsequently decide to withdraw) and understand and agree that failure to do so may result in cancellation of your enrolment. The balance of the Course Fees (i.e. the total fee(s) less any deposit previously paid) is due by no later than 23 November 2016 (two calendar months before the Course starts). If the balance is not paid by this date, we reserve the right to treat the Course as being cancelled and to offer the place to another student
- 2.4. In order to receive the "early bird" discount of 10% we must receive the balance of £2610 no later than 31 August 2016.

 After this date the standard Course Fees (as set out in the Application Form) will apply.
- 2.5. Full acceptance onto the Course will not be valid until the Company has received full payment of the Course Fees, complete and signed copies of the application form and risk acknowledgment and release form included in the teacher training application pack (the "Application Pack") and the personal reference.
- 2.6. All payments should be made via bank transfer to the bank details notified to you by the Company at the time of booking, using your surname and "TT" as the payment reference. You shall ensure that within one day of each bank transfer that you notify Sarah Thompson and Julie Montagu (the "Course Leaders") of the transfer details.
- 2.7. Where payments are made by instalments (as agreed with the Course Leaders) and those instalments have not been paid on the due date, we reserve the right to treat the Course as being cancelled and offer the place to another student. No refund of any Course Fees paid by you will be made. We also reserve the right to charge interest on late payments at a rate of 8% above the base rate from time to time of the Bank of England on a daily basis until payment is made.

3. Cancellation

- 3.1. You have the right to cancel the Course within 14 days of the date on which the contract with the Company is entered into (i.e. the day the application form is accepted by the Company). If you decide to cancel your booking you must notify the Company in writing via email. Your notice of cancellation will only take effect when it is received in writing by the Course Leaders. It is your responsibility to confirm that the Course Leaders have safely received the email. Upon cancellation, the Company will reimburse all payments received from you via bank transfer to the same bank account from which the Course Fees were received. If the Course start date is within the 14-day cancellation period you still have the right to cancel but you will have to pay the pro rata amount of the Course Fees up until the date of cancellation.
- 3.2. Save as set out in Clause 3.1, the Company does not offer refunds or credits for the Course. In certain exceptional circumstances, the Company may consider a refund in the event of your withdrawal from the Course. "Exceptional circumstances" would include, for example, serious personal accident, injury or critical illness requiring long term medical care of you or of a close family member (meaning a parent, spouse/partner, child, brother or sister), bereavement of a close family member and jury service or court attendance but would exclude circumstances such as ongoing financial difficulties. Any request for a refund must be in writing and supported by documentary evidence from an official source (e.g. a doctor's certificate). Refunds are made in the Company's sole and absolute discretion and will typically exclude the non-refundable deposit and the Company's reasonable administrative expenses. Any refunds will be made to the person who paid the Course Fee via the same bank account from which they were paid.
- 3.3. The Company does not offer refunds or credits if you are excluded from the Course or if you fail to complete or satisfy the Course certification requirements.

4. Course

- 4.1. The Course curriculum is grounded in the traditional teachings of yoga with an emphasis on their relevance and application as transformational tools in modern life. It is suitable both for participants wishing to deepen their personal practice and knowledge of yoga and those wishing to teach vinyasa flow yoga. The Company acknowledges that it is under a legal duty to supply services that are in conformity with these Terms. The Course will include 180 contact hours (the "Contact Hours") with the Course Leaders and/or other subject matter experts who are members of the Company's teacher training faculty (the "Guest Lecturers") (together the "Teacher Training Faculty").
- 4.2. We reserve the right to cancel or postpone the Course if insufficient bookings are received or in the event of sickness, incapacity or other exceptional circumstances affecting the Course Leaders. In such circumstances you will be offered the

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- option to either received a full refund of Course Fees or to transfer onto another course or retreat offered by the Company.

 There may be occasions when it is necessary for us to make reasonable changes to times, venues, session leaders. Guest
- 4.3. There may be occasions when it is necessary for us to make reasonable changes to times, venues, session leaders, Guest Lecturers, content or the course schedule. We aim to inform you in advance of such changes but we will not be held responsible for any losses/costs incurred.
- 4.4. The Course venue(s) will be located in Central London (within zone 1 and 2) and will be notified to you in writing prior to commencement of the Course.
- 4.5. Save as otherwise indicated in writing the copyright in the Manual and Course content, including all written documents distributed by the Company (the "Material") vests in and is controlled by the Company and cannot be copied and/or distributed by you or to any third parties without the prior written consent of the Company. If you otherwise utilize or reference the Material, we would ask that you are respectful to the creator of the Materials and credit and acknowledge the authors of the Material.
- 4.6. Additional expenses incurred in relation to the Course such as travel, incidentals, meals, equipment and other materials and books are not included in the cost of the Course and are your sole responsibility.
- 4.7. Additional workshops, classes and retreats may be offered or recommended by the Company during the Course. These recommendations are not compulsory. These recommendations and any "make up" sessions (in relation to missed contact hours) are not included in the cost of the Course and if undertaken, will be done so at your own additional expense.

5. Certification requirements

- 5.1. In order to qualify for certification at the conclusion of the Course you must meet the following criteria:
 - 5.1.1. 100% attendance, equating to 180 contact hours ("Contact Hours") with the Course Leaders and Guest Lecturers and 20 non-contact hours ("Non-Contact Hours");
 - 5.1.2. Completion and submission of a practice (sadhana) log;
 - 5.1.3. Full completion of and passes in all course work within set timelines as provided in the Manual;
 - 5.1.4. Obtaining a pass in the final assessed teaching practical assessment; and
 - 5.1.5. Acceptable standards of personal conduct and ethical behaviour in accordance with the code of ethics set out in the Manual.
- 5.2. Full completion of the Course and satisfaction of the criteria listed in Clauses 5.1.1 to 5.1.5 above (as determined by the Course Leaders in their sole discretion) is mandatory for certification.
- 5.3. If you need to miss any session you must notify the Course Leaders of this via email prior to the session. You are responsible for any Course material missed.
- 5.4. Additional sessions (up to a maximum of 20 contact hours) to make up missed Contact Hours may be provided and scheduled by the Course Leaders and/or Guest Lecturers in their sole discretion. Additional sessions are not included within the Course Fee and will incur an additional cost.
- 5.5. Upon full completion of the Course and satisfaction of the criteria you will receive a certification. This certification proves you have completed the full number of hours (comprising the Contact Hours and non-contact hours) required by the Course, passed all practical and written assessments and satisfied all other requirements.
- 5.6. The awarding of the Course certification is at the sole discretion of the Course Leaders and the Course Leaders reserve the right to refuse and/or deny certification if the requisite criteria are not met.
- 5.7. Upon completion and certification of the Course you will be qualified to teach beginner and mixed level vinyasa flow yoga. It is your responsibility to take out and maintain your own suitable yoga teaching insurance.
- 5.8. The Course will be registered with Yoga Alliance U.S. (www.yogaalliance.org) at the 200-hour level. Upon completion and certification of the Course it will be your responsibility to take out membership of Yoga Alliance and to complete the requisite registration paperwork with Yoga Alliance to become a 200-hour Yoga Alliance accredited teacher.
- 5.9. The Company reserves the right to refuse admission onto the Course or to terminate your training during the Course in its sole and absolute discretion. Refusal of admission or termination may occur, for example in the event of unethical, unacceptable or disruptive behaviour and/or misconduct or if information provided is misleading, incorrect, incomplete or withheld by you. If admission is refused prior to commencement of the Course the Company will refund the Course Fees (including the deposit). If training is terminated after the commencement of the Course no refund will be given. In circumstances where the Company terminates your training, no certification will be granted and you must return the Manual to us. You will not have the right to utilise the Manual or any of the other Course materials.

6. Limitation of Liability

- 6.1. Save as set out in Clause 6.2 (in respect of the liability of the Company and Teacher Training Faculty in relation to your participation in the Course activities) our liability to you for all losses and damages (whether in contract or tort and including but not limited to negligence) arising from these Terms, shall be limited to and shall not exceed the amount of the Course Fees (including the deposit) which you have paid to us.
- 6.2. Your participation in the activities included within the teacher training programme (the "Activities") is subject to the terms of the accompanying risk acknowledgment and release (the "Release"). For the avoidance of doubt, the Release forms part of these Terms and sets out our liability and that of the Course Leaders and Guest Lecturers in relation to damage or loss to you arising out of your participation in the Activities.
- 6.3. You agree to waive and release the Company and its owners, agents, representatives, employees, independent contractors, workshop presenters and teachers (each a "Released Party") from any and all claims, liabilities, damages, and expenses (including, without limitation legal fees and expenses) suffered by you as a result of any misstatements or misleading information made or provided by you in the application form or from your failure to disclose any physical or psychological

TERMS & CONDITIONS CONT.

- condition which may impair your ability to complete the Course, result in your failure to complete the Course for any reason or otherwise affect your participation in the Course.
- 6.4 All members of the Teacher Training Faculty are independent contractors and are not employed by the Company. The Company has used reasonable care and skill in selecting the members of the Teacher Training Faculty and requires that each member of the Teacher Training Faculty maintains insurance to cover the activities which they are leading. The Company does not accept liability for the acts or omissions (negligent or otherwise) of members of the Teacher Training Faculty.
- 6.5. Personal belongings are left at the Course venue(s) at your own risk. The Company does not accept responsibility for any loss, theft or damage to personal belongings which are left at the Course venue.

7. Miscellaneous

- 7.1. A Party shall not be in breach of this agreement, nor liable for any failure or delay in performance of its obligations under these Terms to the extent that such delay or non-performance is due to circumstances beyond that Party's reasonable control.
- 7.2. Any complaints in relation to the Course must be addressed to the Course Leaders in writing and sent directly to them within two weeks of the end of the Course.
- 7.3. The Company operates an equal opportunities policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, disability, race, nationality, ethnic origin, sexual orientation, or political or religious belief.
- 7.4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.
- 7.5. If any provision of these Terms is determined to be void, voidable, invalid, inoperative or unenforceable the remainder of the Terms shall continue in full force and effect; and to the extent permitted and possible the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest in meaning to the original term.
- 7.6. These Terms, together with the Release constitute the entire agreement between the Parties in respect of the Course. No purported amendment shall be valid unless provided in writing (in the form of a complete revised version of the Terms).
- 7.7. These Terms shall be interpreted in accordance with the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the English courts and agree that any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way related to these Terms (including any non-contractual disputes or claims) shall be construed in accordance with English law.