THE SOUL SANCTUARY

Website Terms & Conditions

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Last updated: September 26

These Terms & Conditions govern your use of the website, digital services, online content, community and services provided by Jolandi Joubert, a sole trader trading as The Soul Sanctuary (“The Soul Sanctuary”, “we”, “us” or “our”).

Business name: The Soul Sanctuary
Legal name: Jolandi Joubert
Email: info@thesoulsanc.com

By using our website, purchasing our services, accessing our online content or joining our community, you agree to these Terms & Conditions.

Where you participate in physical or wellbeing Activities, our Participant Agreement and Release of Liability also applies.

1. About The Soul Sanctuary

The Soul Sanctuary provides wellbeing, movement, yoga, breathwork, meditation, personal development, community, educational and related services.

Our services may be delivered online, through our website or app, or in person.

The services we provide may include:

- yoga and mindful movement;
- breathwork and meditation;
- yoga nidra and restorative practices;
- personal development and mindset work;
- cold-water or other wellbeing experiences;
- courses and educational content;
- online community participation;
- events, workshops and retreats; and
- other services or products we may introduce from time to time.

The specific services included in your purchase will be described at the point of purchase.

2. Eligibility

Unless otherwise stated, our services and community are intended for people aged 18 or over.

By purchasing or participating in our services, you confirm that you are legally capable of entering into a binding contract.

3. Wellbeing and Educational Content

The Soul Sanctuary provides wellbeing and educational content and experiences.

Our content is not medical, psychological, psychiatric, therapeutic, legal, financial or other professional advice unless expressly stated otherwise.

You remain responsible for deciding whether an Activity, practice, exercise or recommendation is appropriate for you.

Where you have a medical condition, injury, disability, pregnancy, medication or other circumstance that may affect your participation, you should obtain appropriate professional advice before participating.

4. Physical Activities

Certain Activities involve physical movement or other inherent risks.

Before participating in physical Activities, you must read and agree to our Participant Agreement and Release of Liability.

You are responsible for participating within your own capabilities and for stopping an Activity if you experience pain, significant discomfort, dizziness, distress or any other indication that the Activity may not be suitable for you.

5. Accounts and Access

Where our services require an account, you are responsible for maintaining the confidentiality of your login information.

You must not:

- share your account with another person;
- allow another person to access paid content through your account;
- attempt to obtain unauthorised access to another person's account;
- copy, reproduce or distribute content made available to you; or
- use our services for unlawful or fraudulent purposes.

We may suspend or terminate access where we reasonably believe that an account has been misused or these Terms have been breached.

6. Online Community

The Soul Sanctuary is intended to be a respectful, supportive and constructive community.

Participation is subject to our Community Standards, which form part of these Terms.

Our community is founded upon five core values:

Compassion • Responsibility • Ripple • Creativity • Wellbeing

You agree to respect and make a genuine effort to embody these values in your interactions with The Soul Sanctuary, its Facilitators and other members.

Serious or repeated breaches of our Community Standards may result in restriction, suspension or removal from the community.

7. Bookings and Payments

The price of each service will be stated at the point of purchase.

You agree to provide accurate and complete information when making a purchase or booking.

Payments may be processed through third-party payment providers, including Stripe.

Once payment has been successfully processed, you will receive confirmation of your purchase or booking where applicable.

8. Cancellations and Refunds

Our cancellation and refund terms will be communicated at the point of purchase and will depend upon the type of service purchased.

Nothing in these Terms removes or limits any cancellation, refund or other rights you have under applicable consumer law.

Where a statutory right to cancel applies, we will provide the relevant cancellation rights and information.

Some services, including certain leisure activities provided on a specific date or during a specific period, may fall within statutory exceptions to cancellation rights.

Where you ask us to begin providing a service during a statutory cancellation period, you may be required to pay for the proportion of the service supplied before cancellation.

Where digital content is supplied during a statutory cancellation period, we may require your express consent for immediate access and your acknowledgement that this may affect your cancellation rights.

9. Digital Content and Online Services

Where you purchase digital content or online services, we will provide access in accordance with the description given at the time of purchase.

We may occasionally update, modify or improve digital content or online services.

We will seek to ensure that material changes do not substantially reduce the service you have purchased.

We cannot guarantee that our website, app or online services will always be available without interruption, particularly where interruptions arise from third-party technology providers, internet services, maintenance or circumstances outside our reasonable control.

Your statutory rights relating to digital content and services remain unaffected. UK consumer law provides protections concerning the quality and description of digital content and the reasonable care and skill with which services are provided.

10. Subscriptions

Where a service is offered on a subscription basis, the applicable price, billing frequency, renewal arrangements and cancellation process will be displayed before purchase.

Unless otherwise stated, subscriptions will continue until cancelled in accordance with the applicable cancellation process.

Cancelling a subscription will normally prevent future charges but will not automatically create a right to a refund for a period already paid for, subject always to your statutory rights and any specific refund terms applying to that service.

11. Intellectual Property

All intellectual property rights in The Soul Sanctuary's website, branding, written materials, videos, audio, courses, programmes, graphics, photographs, teaching materials and other content belong to or are licensed to The Soul Sanctuary unless otherwise stated.

You are granted a limited, personal, non-transferable right to access and use content for your own personal use.

You must not, without our prior written permission:

- reproduce our content;
- distribute or sell our content;
- upload our content to another platform;
- share paid content with others;

- modify or create derivative works from our content;
- use our content commercially; or
- present our content as your own.

12. Community Content

Where you post comments, photographs, videos, messages or other content within our community (“Community Content”), you retain ownership of your intellectual property.

By submitting Community Content, you grant The Soul Sanctuary a non-exclusive, worldwide, royalty-free licence to host, display, reproduce and use that content solely for the purposes of operating, administering and promoting the community and providing the relevant services.

You confirm that you have the right to share any Community Content you submit and that it does not unlawfully infringe another person's rights.

We may remove Community Content where we reasonably believe it breaches these Terms or our Community Standards.

13. Third-Party Platforms

We use third-party technology providers to operate parts of our services, including:

- Passion.io for online content and community;
- Stripe for payment processing;
- Mailchimp for marketing communications; and
- Koala Marketing Limited in connection with our website.

Your use of third-party platforms may also be subject to their own terms and policies.

14. Privacy

We process personal information in accordance with our Privacy Notice.

You should read our Privacy Notice before using our services.

15. Our Liability

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

This includes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be excluded or restricted.

Subject to the above, we will not be responsible for loss or damage arising from:

- your failure to follow reasonable instructions;

- your misuse of our services;
- your participation in an Activity that you know or reasonably believe is unsuitable for you; or
- circumstances outside our reasonable control.

Nothing in these Terms affects your statutory consumer rights.

16. Suspension or Termination

We may suspend or terminate your access to our services where we reasonably believe that:

- you have materially breached these Terms;
- you have breached our Community Standards;
- your behaviour presents a risk to another participant or Facilitator;
- you have engaged in unlawful or fraudulent activity; or
- continued access would be materially harmful to the safety or integrity of the community.

Where appropriate, we may provide you with an opportunity to address the issue before taking action. This will not be required where immediate action is reasonably necessary.

17. Changes to These Terms

We may update these Terms from time to time.

Where changes are material, we will take reasonable steps to notify you.

The version applying to a purchase will normally be the version in force when you entered into the relevant contract, unless a change is required by law or otherwise applies to an ongoing service.

18. Complaints

If you have a complaint, please contact us at:

info@thesoulsanc.com

We will seek to deal with complaints fairly and promptly.

19. Governing Law

These Terms are governed by the law of England and Wales.

If you are a consumer, nothing in this clause affects any mandatory rights you may have under the laws that apply to you.

The courts of England and Wales shall have jurisdiction, subject to any mandatory consumer rights allowing you to bring proceedings elsewhere.