**Section A: USE OF WEBPAGE**

***Introduction***

These terms and conditions govern your access to, downloading and use of the entire contents of www.veradubrovina.com (“Home Website”) owned and operated by Vera Dubrovina (“I”, “us”, “we”, “our”) as well as any forms, surveys or questionnaires sent or otherwise supplied to you by us (“Other Web Sites”) (combined “Websites”).

Please read these terms of use carefully before using the Websites. They are a legal agreement between you and Vera Dubrovina. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Websites. If you do not accept these terms of use, you should stop using the Websites immediately.

The Websites are not intended for the use of minors. By continuing to use this Websites you represent and warrant that you are over the age of 18.

***Intellectual Property***

All content included on the Websites, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, questionnaires, surveys, algorithms, and page layout (“Web Content”) is the property of Vera Dubrovina. By continuing to use the Websites you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.

Unless you have entered into a separate written agreement with us, you shall not copy, republish, frame, link to, download, transmit, modify, adapt, rent, lease, loan, sell, assign, distribute, license or sublicense the Websites or any of the Web Content. You shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Websites except to the extent allowed by law,

***Links to Other Websites***

This Website may contain links to other sites which are not under the control of Vera Dubrovina or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

***Your access to our services***

While Vera Dubrovina endeavours to ensure that the Websites are normally available 24 hours a day, we shall not be liable if for any reason the Websites are unavailable at any time or for any period. Access to the Websites may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

***Communications***

Vera Dubrovina may from time to time send you information about our products and/or services. If you do not wish to receive such information, please contact us.

***Your privacy and information you give us***

Information you give us, whether by filling in a form or by emailing or calling us, may be kept on file by Vera Dubrovina. This might include personal information such as your full postcode, email address, health related information, and your phone number. By filling out a form on this Website, or by giving us this information in any other form, you consent to our keeping this data on record for the purpose of providing to you yoga therapy (and variant of such as group or 1-2-1 classes, meditation related practices) and/or doula services. In turn, we will use industry best practices to keep your personal data safe and secure. We will not disclose any identifying personal data to anyone else without asking you first.

Vera Dubrovina is committed to respecting your privacy and the privacy of all individuals using the Websites. More information regarding how we may use your personal data can be found in our Data Privacy Policy.

***Your content and confidentiality***

Other than personally identifiable information, any material such as testimonials which you may provide to us as well as group photographs taken at events shall be considered non-confidential and non-proprietary. Vera Dubrovina shall have no obligations with respect to such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

***Prohibited Content***

You are prohibited from posting or transmitting to the Websites any material:

* that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
* for which you have not obtained all necessary licences and/or approvals;
* which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;
* which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);
* contains or discloses another person’s personal information without his or her written consent; or
* collects or solicits another person’s personal information for commercial or unlawful purposes.

Vera Dubrovina shall be entitled to remove any material from the Websites which is posted or transmitted to the Websites in contravention of these terms of use or for any other reason.

Furthermore, you shall not:

* use the Websites or its Web Contents in any unlawful manner;
* misuse the Websites (including, without limitation, by hacking or inserting malicious code);
* resell the Websites or its Web Contents;
* infringe our or any third party’s intellectual property rights in your use of the Websites or its Web Contents;
* use the Websites to transmit chain letters, junk or spam;
* use the Websites to harass, abuse or harm another person;
* frame or use any framing techniques to enclose the Websites or any part of it;
* take any action that in our sole discretion places an unreasonable or disproportionately large load on our servers or other infrastructure; or
* use the Websites in any way which may cause, or be likely to cause, access to or use of the Websites to be interrupted, damaged or impaired in any way.

**Section B: SERVICES**

***Fees, refunds and cancelations***

The Client shall engage with us by paying the appropriate fee as stipulated on the website page under events and booking. The fees may be subject to change over time and the most up-to-date information will be kept on the website. The fee may include payment of the VAT where applicable.

All longer term engagements such as attendance of training courses, retreats and doula services include the payment of appropriate non-refundable deposit/retaining fee. Please note that this deposit will not be refunded under any circumstances. Events and longer engagement bookings are non-refundable if you decide to cancel less than three months before the start date. If you are unable to attend the event, you can transfer your place to another person subject to confirmation with us.

All engagement for therapy sessions (including but not limited to block booking of yoga classes and mindfulness courses) would have to be paid in full prior to the session commencement date before your place is confirmed. Individual Therapy sessions are subject to 48 hours cancellation notice and would need to be rebooked as soon as practically possible.

For doula services, every effort will be made to provide the services described in individualised doula contract. It may be that external circumstances may limit our availability (for example, rapid labour). If failure to attend your birth is due to our misjudgement or unavailability, only the retaining fee is payable unless a back-up doulas attends the birth instead. But, if it is due to circumstances beyond anyone’s control or negligence on your part (e.g. you call me too late or choose to keep vital information from me), the full fee applies.

If you cancel this contract less than six weeks before your due date, the full fee applies. Our support extends to unforeseen emergency or elective C-Section. This means I will stay with you, in theatre if possible, and continue to provide emotional and practical support during the birth and immediately postpartum. If you choose an elective C-Section later on in your pregnancy and decide that you no longer require my services less than four weeks before your due date, the full fee applies. This is because I may already have gone on call for you and I would have turned down other jobs to support you.

***Liability***

Each engagement/services may be subject to specific liability release as determined on engagement form with the client. By signing those forms you become subject to liability waivers.

***Confidentiality and Data Protection***

All information provided by the Client is confidential and will not be passed to a third party directly or indirectly (unless required by a law enforcement agency) and unless specific permission has been obtained.

The Data Protection Act 1998 (the “Data Protection Act”) regulates the processing of personal data. The Client consents to the holding and processing of personal data (including sensitive personal data) (as defined in the Data Protection Act) which relates to it by us in accordance with the provisions of the Data Protection Act and General Data Protection Regulation (GDPR) 2018.

By providing us with your personal data, including sensitive personal data, such as information on your health, you consent to the collection and use of any information you provide in accordance with the above purposes and this privacy statement. The same will apply to all the notes that we will take about you and your circumstances during the appointments and engagement with you.

By signing the engagement forms you are agreeing to the use of the information for these purposes. We will not be sharing your data with third party supplier without your explicit consent. We will take all reasonable endeavours to ensure that you provide personal information in a secure and confidential environment and when the information is no longer needed it will be destroyed or permanently rendered anonymous.

We will only use your personal information for direct marketing purposes of yoga therapy, doula and other related services. By signing those forms, you agree that you are happy to receive this information. If you change your mind at any time in the future, please write to us to request removal from the distribution list.

You may request details of personal information which we hold about you. If you would like a copy of the information held on you, please write to the address as per above. If you believe that any information we are holding on you is incorrect or incomplete, please email us as soon as possible, at the above address. We will promptly amend any information found to be incorrect.

To prevent unauthorised access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect.

***Law and Jurisdiction***

These Terms and Conditions (including both Section A and Section B) and the relationship between you and Vera Dubrovina shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.