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**Yoga** Bananas® **BOOKING FORM**

All fields on this booking form to be completed.

We offer a free Teacher’s Directory using the first 5 fields from this booking form.

**Name** as you would like to see on your certificate:

**Full Address** incl. area and postcode:

**Telephone**:

**Email**:

**Website:**

**Profession:**

**It would be helpful if you could let us know how you heard about the course:**

**Do you have any experience working with children? Please give brief details:**

**If you are a qualified yoga instructor (children or adult) please give institute of study and date of qualification:**

**If you are not a qualified yoga teacher have you been practising yoga for the past two years?**

**Please give brief details of your practice:**

**If you are a school teacher please give brief details of your school teaching experience:**

**Please state date of course you would like to attend:**

**Please state why you have chosen Yoga Bananas® above other children’s yoga courses?**

Yoga Bananas® welcomes applicants who would like to learn and teach from the heart, nurturing a supportive environment during the training. By sending this form you agree to use your training to run Yoga Bananas® Technique classes and adhere to the Terms of Use Agreement. Please read the Terms of Use Agreement along with our Privacy Policy and Disclaimer that you will be required to digitally initial and sign, following receipt of this form.

All payments to:

Yoga Bananas Limited - acc no: 94718269, sort code: 090127.

Please email this form to askskip@yogabananas.com.

TO BOOK the 3 Day 3-11 Course:

To secure your place for the 3 Day Yoga Bananas 3-11 Course please bank transfer your deposit of £325 – the balance of £400 to be cleared one month before start of course.

TO BOOK the 1 Day Schoolteacher’s Course:

To secure your place for the the1 Day Schoolteachers’ Course please bank transfer your full payment of £390. Please email this form to askskip@yogabananas.com

TO BOOK the One Day Teen Course:

To secure your place for the One Day Teen Course please bank transfer your deposit of £250 – the balance of £250 to be cleared one month before the start of course. Please email this form to [askskip@yogabananas.com](mailto:askskip@yogabananas.com). If you refer someone else onto this course then you and your referral get a discount of £110 each.

**Yoga** Bananas® **TERMS OF USE AGREEMENT**

**Demonstrated, Written, Illustrated**

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We reserve the right to update these Terms of Use Agreement at any time, and you agree to abide by the most recent version of this Terms of Use Agreement each time and when you use the Website. You are accordingly advised to consult the Terms of Use Agreement each time you view and use the Website. Do not use the Website if you do not agree to all of the following terms and conditions.

Yoga Bananas® offers a printed and practical pedagogy and mythology that overflows into discussion and demonstration. Please read this Terms of Use Agreement (Terms) carefully. Anyone signing up to our courses or purchasing any Yoga Bananas® Material does so under this agreement. This agreement is non-negotiable.    ​

This Terms of Use Agreement is between Yoga Bananas® and any individual purchasing or attending yoga classes or teacher training provided by Yoga Bananas® and are deemed to be accepted by the client or customer upon receipt. Any infringement of these Terms of Use will result in action taken and could result in the individual responsible for expense suffered or incurred.

**Payments:**

1 Please note that all payments are non-refundable but under exceptional circumstances can be transferrable if given one month's notice and subject to availability. In this case, if for some reason Yoga Bananas closes business and is not able to offer you a future course then Yoga Bananas is not liable to offer you any refund. Financial concessions cannot be made for any reason beyond the control of Yoga Bananas.

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**Use of Content:**

2.1 Protecting our Intellectual Property is key to supporting our innovative business. The contents of the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training such as text, graphics, illustrations and verbal and physical demonstrations are for your **sole** use only; they are to be used namely to teach children’s yoga classes and **not** for resale or personal adaption and resale and **not** for the purpose of setting up a children’s yoga training course.

2.2 The contents of the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training, including text, graphics, illustrations and verbal and physical demonstrations are to be used namely for the teaching of the ‘Yoga Bananas® Technique’ or ‘Teen Yoga Bananas® Technique’ in a children’s yoga class.

2.3 No part of the Yoga Bananas® name or portion of the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training may be used for other commercial exploitation (this includes, resale to others, adapting/changing the name of any Yoga Bananas® Techniques or Teen Bananas® Techniques or content and reselling or by republication to the public, including posting on social media) without prior written consent from Yoga Bananas®. Contact the permissions editor for requests detailing your full plans.

2.4 No portion of the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training may be posted or distributed.  ​

2.5 Without limiting the forgoing, you may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training or from any Content viewed but not documented during your training weekend. ​

2.6 You may not use the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training in any way that harms Vicky ‘Skip’ Oliver or Andrew Lawrence (respectively the Yoga Bananas® Creator and Illustrator).

2.7 You may not use or otherwise export or re-export the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training or any portion thereof. ​

**Attribution:**

Attribution:

3.1 You must properly attribute credit to your Yoga Bananas® training and display your certified teacher’s badge.

3.2 Website and Facebook: You must properly attribute credit to your Yoga Bananas® training and display your certified teacher’s badge and display your ‘using the Yoga Bananas® Technique’ or ‘using the Teen Yoga Bananas® Technique' logos on all pages relating to children's or teen's yoga classes.

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3.3 Instagram and Twitter: When posting pictures and advertising your own classes, you must include the hashtag #yogabananastechnique and/or #teenyogabananastechnique and clearly state on your profile that you were trained by Yoga Bananas® using our profile name. On Twitter, the profile name is @yogabananas. On Instagram the profile name is @yoga\_bananas.

3.4 You are responsible for ensuring that any corporate or individual company or venue in which you teach adheres to these terms, such as yoga studios, health clubs and any other. If a yoga studio, health club or any other already has an established brand name for their children's yoga classes then they will need to state - e.g., 'whYoga Tots using the Yoga Bananas® Technique' and display your ‘using the Yoga Bananas® Technique’ or ‘using the Teen Yoga Bananas® Technique' logos on all pages relating to children's or teen's yoga classes. Please do not sign up to our teacher training courses or purchase our manuals if you already know that the venue will not give you permission to do this or are not happy to attribute the proper credit. The Content is protected by copyright under both United Kingdom and foreign laws. Title to the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training remains with Yoga Bananas®. All rights not expressly granted herein are reserved to Yoga Bananas®.

3.5 Any use of the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training not expressly permitted by these Terms is a breach of these Terms and a violation of copyright, trademark and other laws. If you violate any of these Terms, your permission to use the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training automatically terminates and you must immediately destroy any illegal copies you have made of any portion of the Yoga Bananas® Manuals / Training and Teen Yoga Bananas® Manuals / Training and return the hard copy obtained to: Yoga Bananas®, 4 New Road, Forest Green, Dorking, Surrey RH5 5SA.

**Trademark:**

4 Vicky ‘Skip’ Oliver is the proprietor of the trademark Yoga Bananas®. After over 16 years of usage, Yoga Bananas® has acquired an extensive reputation and goodwill that graduates rely upon for the status of their own business. Section 10 of the Trade Marks Act 1994, prohibits using the same or similar marks for the same or similar services where such use would cause likelihood of association and likelihood of confusion as to the origin of the mark.

**Yoga Bananas Teachers' Directory**:

5 As a graduate of the Yoga Bananas® training courses, you consent to your contact details (name, email, phone number, website and general location) being published on to the Yoga Bananas Teachers' Directory, so that users of the site can contact you about classes in your area. You are required to keep these details updated so that they are relevant to the user. You may send updates or request erasure from this service at any time by contacting [permissions@yogabananas.com](mailto:permissions@yogabananas.com%22%20%5Ct%20%22_self).

**Yoga Alliance Professionals:**

6 As a student of the Yoga Bananas® courses, you consent to your contact details (name, email and phone number) being passed onto the Yoga Alliance Professionals if they make this request, so they can contact you directly and invite you to register as a Trainee and Teacher. You may opt out of this registration process once they have contacted you. Please see Yoga Alliance Professionals’ own Privacy Policy and Terms and Conditions before agreeing to this. You may request that Yoga Bananas® does not share your details with Yoga Alliance Professionals by contacting permissions@yogabananas.com. Yoga Alliance US and Independent Yoga Network do not require Yoga Bananas® to pass on any contact details.

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**Social Media:**

7.1 As a student of the Yoga Bananas® training courses, you consent to photos and short videos being taken during the training and then posted on Yoga Bananas® social media platforms for the use of promoting the course. You may request to opt out by writing to [permissions@yogabananas.com.](mailto:permissions@yogabananas.com%22%20%5Ct%20%22_self)

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7.2 From time-to-time Yoga Bananas® carefully chooses video elements to showcase the Technique on social media but this is the exclusive right of Yoga Bananas® and is not permitted by graduates, although graduates can share Yoga Bananas® posts. Of course, you may give a flavour of your classes on social media through stills photography, ensuring that you make clear that it is a Yoga Bananas® Technique / Teen Yoga Bananas® Technique and always including a credit to Yoga Bananas® (see Attribution above).

**Liability of Yoga Bananas®:**

8.3 The use of the Yoga Bananas® Manuals / Technique and Teen Yoga Bananas® Manuals / Technique is at your own risk. When using the Yoga Bananas® Manuals / Technique and Teen Yoga Bananas® Manuals / Technique, delivery of the information is transmitted in a way that is beyond the control and jurisdiction of Yoga Bananas®. Accordingly, Yoga Bananas® assumes no liability. The Yoga Bananas® Manuals / Technique and Teen Yoga Bananas® Manuals / Technique are provided on an “as is” basis. YOGA BANANAS®, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

8.4 In no event shall Yoga Bananas® be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Yoga Bananas® Manuals / Technique and Teen Yoga Bananas® Manuals / Technique, whether based on warranty, contract, tort, or any other legal theory, and whether or not Yoga Bananas® are advised of the possibility of such damages. Yoga Bananas® are not liable for any personal injury, including death, caused by your use or misuse of the Yoga Bananas® Manuals / Technique and Teen Yoga Bananas® Manuals / Technique.

**User Submissions:**

9 You consent to receive emails about future courses and developments. You understand that at the bottom of each email will be a working unsubscribe button and you will be automatically unsubscribed. The personally identifiable information you submit to Yoga Bananas® is governed by the Yoga Bananas® Privacy Policy. Yoga Bananas® will only share your name, email, phone number, website and general location (those submitted on the booking form) on the Teachers' Directory on the Yoga Bananas® website and with Yoga Alliance Professionals and no other third party. Whilst the listing is active, it is requested that the graduate contacts Yoga Bananas® if any of their details change or a website becomes active: [permissions@yogabananas.com](mailto:permissions@yogabananas.com%22%20%5Ct%20%22_self). By signing this agreement, you understand that you can opt out of this at any time by writing an email to [permissions@yogabananas.com](mailto:permissions@yogabananas.com%22%20%5Ct%20%22_self).

**Indemnity:**

10 You agree to defend, indemnify and hold Yoga Bananas® harmless from and against any claims, actions or demands, liabilities, and settlements, including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Yoga Bananas® Manuals / Technique and Teen Yoga Bananas® Manuals / Technique or a violation of these Terms.

**Complete Agreement:**

11 This Terms of Use Agreement and the Yoga Bananas® Privacy Policy constitute the entire agreement between you and Yoga Bananas® with respect to the use of the Yoga Bananas® Manuals / Technique and Teen Yoga Bananas® Manuals / Technique. Thank you for your support and co-operation.​

**Note:**

The YOGA BANANAS® TRAINING and TEEN YOGA BANANAS® TRAINING in their entirety are regulated under the Design Protect litigation insurance policy.  ​

Print Name……………………………………………………………………

Signature……………………………………………………………………..

Date…………………………………………………………………………..

**Yoga** Bananas® **PRIVACY POLICY**

The purpose of this notice is to explain how Yoga Bananas® collects and uses your personal information and how we comply with data protection law. We respect the privacy of our graduates and website users and this Privacy Policy demonstrates our commitment to protecting their privacy.

In this notice, we will explain what personal information we hold, and your rights regarding this information. It’s important that you read it carefully, together with any other privacy notices and information that we provide you, from time to time. By using our website, you are accepting the terms described in this Policy.

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**Information Collection And Use:**

While using our Site, 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 your name and email address ("Personal Information"). We may use your Personal Information to contact you with newsletters, marketing or promotional materials.

We receive personal information about you in one of three ways, all of which are information you provide:

Firstly, when you completed a booking form to sign up to a Yoga Bananas® course. Secondly, from information you have inputted or shared on our website. Thirdly, from contacting us by email, where you would have been asked if you would like to be added to our contact list. This includes identifiable information such as your name and contact details.

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We store only very basic personal information supplied to us on the booking form or on the Site. We do not store any payment details. Payments are made either through Paypal or personally by you by bank transfer. We do not store any other personal information unless you have willingly added this in a sign-up form. We store your information to perform a contract we have with you, e.g. where Yoga Bananas has a contract with a student to provide a product or service ("Teacher Training").

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Your data is always stored securely and will never be passed to anyone outside Yoga Bananas (except Yoga Alliance Professionals - see Third Party below). And, of course, you can call a halt to our emails whenever you like simply by clicking the unsubscribe link in any of our messages. Yoga Bananas uses Mailchimp for newsletters.

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You are in your rights to complain to the ICO if there’s a problem with the way we handle your data.

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**Use of Your Personal Information If You Are A Graduate:**

We have a contractual and legitimate reason to keep your personal information if you have graduated from a Yoga Bananas® course. We need to store your personal information to maintain a log of past recipients and to monitor the Terms of Use Agreement signed by each student at the time of booking. What makes Yoga Bananas® unique is that it is preserved for the graduates and maintaining the integrity of the brand is good for all of us. For graduates of any of our courses we publish your personal information on www.yogabananas.com to uphold transparency and advertise your services as a qualified Yoga Bananas® teacher for your area, which graduates agree to when signing the Terms of Use Agreement at the time of booking.

​Whilst the Teachers' Directory listing is active, it is requested that the graduate contacts Yoga Bananas® if any of their details change or a website becomes active: permissions@yogabananas.com. If you no longer teach any part of the Yoga Bananas® Technique then you can opt out of this service.

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The information we hold about you is that which you have inputted on your booking form and/or any updates you may have requested us to make to your identity and contact data. No financial data is held.

We will use your information to:

Deliver the service/s that you have requested,

Communicate and interact with you, in relation to your Yoga Bananas® enquiry, booking or graduation. This can be by telephone/mobile devices or email.

Provide services and information you request from us in relation to your enquiry, booking or graduation.

Inform you about changes to our services,

Provide information about Yoga Bananas® products and services which we think will further enhance your teaching of the Yoga Bananas® Technique, including newsletters. With regards to this, you can easily withdraw your consent at any time by emailing us at permissions@yogabananas.com, with 'Withdrawing Consent' as title of email.

Administer our Terms of Use Agreement.

Publish you as a Yoga Bananas® Technique Teacher on our Teachers' Directory.

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**Third Party:**

Yoga Bananas® will share your name, email, phone number with Yoga Alliance Professionals and no other third party. We cannot guarantee that Yoga Alliance Professionals will not share with any other third party. Please see their Privacy Policy. As a student of the Yoga Bananas® training course, you consent to your contact details (name, email and phone number) being passed on to our partner, Yoga Alliance Professionals, so they can contact you directly and invite you to register as a Trainee and Teacher. You understand that you have the option of opting out of this registration process when they contact you. It is a requirement made by the Yoga Alliance Professionals for Yoga Bananas® as an Authorised Trainer to share its graduates’ details with them. Yoga Bananas® plays no part in this decision-making.

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**Log Data**

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics. In addition, we may use third party services such as Google Analytics and Mailchimp that collect, monitor and analyse this.

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**User Submissions:**

By signing up to a Yoga Bananas® course you agree to the Privacy Policy and you consent to receive emails about future courses and developments. You understand that at the bottom of each email will be a working unsubscribe button and you will be automatically unsubscribed if you choose this option. The personally identifiable information you submit to Yoga Bananas® is governed by the Yoga Bananas® Privacy Policy.

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**Cookies:**

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your computer's hard drive. Like many sites, we use "cookies" to collect information. 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 portions of our Site due to technological reasons outside of Yoga Bananas' control.

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This site uses two types of cookies:

Session (Transient) cookies: these cookies are erased when you close your browser, and do not collect information from your computer. They typically store information in the form of a session identification that does not personally identify the user.

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Persistent (Permanent/Stored) cookies: these cookies are stored on your hard drive until they expire (i.e based on a set expiration date) or until you delete them. These cookies are used to collect identifying information about the user, such as Web surfing behavior or user preferences for a specific site.

**Security:**

The security of your Personal Information 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 Information, we cannot guarantee its absolute security.

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**Wix:**

This site is hosted by WIX. They have their own Privacy Policy which can be viewed here: https://www.wix.com/about/privacy

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**How You Can Correct and Access Your Personal Data:**

You can correct the information we hold about you by contacting permissions@yogabananas.com.

How you can access your personal data and exercise your rights

From the 25th May 2018, in addition to your right to access your personal data that we hold about you, you also have the right to make a request (under certain circumstances) to:

Restrict or object to the processing of the personal data we hold about you (see Note 1 below);

Erase your personal data (see Note 1);

Receive a copy of personal data we hold about you, i.e. the data you have provided to us with your consent.

Note 1

It is important to note, that under the GDPR, your request to restrict or object to processing, or erase your personal data doesn’t automatically lead to a requirement for processing to stop, or for personal data to be deleted, in all cases.

To make a request under these rights you can write to us at permissions@yogabananas.com.

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**Changes to This Privacy Policy:**

This Privacy Policy is effective as of the date above and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Site and our Services after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

**Contact Us:**

If you have any questions about this Privacy Policy, please contact us at permissions@yogabananas.com.

Print Name……………………………………………………………………

Signature……………………………………………………………………..

Date…………………………………………………………………………..

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**Yoga** Bananas® **DISCLAIMER**

I,  …………………………………….. hereby agree to the following:

That I am participating in the Yoga Bananas® Teacher Training offered by Vicky ‘Skip’ Oliver (henceforth known as Skip Oliver) during which I will receive information and instruction about yoga, physical exercise or health. I recognise that exercise requires physical exertion, which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.

I understand that it is my responsibility to consult a doctor prior to and regarding my participation in the yoga classes, workshops or training offered by Skip Oliver. I represent and warrant that I am physically fit and I have no medical condition, which would prevent my full participation in these yoga classes, workshops or trainings.

If I am pregnant, I understand that I participate fully at my own risk and that of my unborn child/children.

In consideration of being permitted to participate in the yoga classes, workshops or training, I agree to

assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the programme offered by Skip Oliver.

In further consideration of being permitted to participate in the yoga classes, workshops or training, I knowingly, voluntarily and expressly waive any claim I may have against Skip Oliver or the instructor for injury or damages that I may sustain as a result of participating in these programmes.

I understand that from time-to-time during yoga classes, Skip Oliver may physically adjust students’ form and posture. If I do not want such physical adjustments, I will so inform Skip Oliver at each session I attend. I also acknowledge that if I do wish to receive such adjustments, it is my responsibility to inform Skip Oliver when an adjustment has gone as far as I desire at that time.

I……………………………………… hereby take full and sole responsibility from any liability of loss or damage to personal property associated with yoga classes or any other events.

I, my heirs or legal representatives, forever release, waive, discharge and covenant not to sue Skip Oliver or its employees for any injury or death caused by their negligence or other acts.

I have read the above release and waiver of liability and fully understand its contents.

I voluntarily agree to the terms and conditions stated above under my own free will.

Print Name……………………………………………………………………

Signature……………………………………………………………………..

Date…………………………………………………………………………..