

Terms and Conditions for The Space.

Effective Date: 26 September 2025

Welcome to The Space, offering yoga, breath-work, sauna, and cold plunging, meditation and movement sessions. By booking or participating in our services, you agree to the following Terms and Conditions. Please read them carefully.

1. Definitions

- “We,” “Us,” or “Our” refers to The Space, its employees, contractors, and affiliates.
- “You” or “Participant” refers to the individual booking or participating in our services.
- “Services” include yoga classes, breath-work sessions, sauna use, cold plunging, meditation sessions, pilates classes and various workshops, or any other activities provided by The Space.

2. Acceptance of Terms

2.1 By booking, paying for, or participating in our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, including the risk acknowledgment and liability waiver. If you do not agree, please do not use our Services.

2.2 Group Bookings and Bookings on Behalf of others

If you make a group booking or book on behalf of others, you are responsible for ensuring that all participants in the group receive, read, understand, and agree to these Terms and Conditions, including the risk acknowledgement and liability waiver, before participating. You must also ensure that all participants provide any required health disclosures (e.g via email or text message). Failure to share these terms with group participants does not exempt them or you from compliance, and you may be held responsible for any issues arising from non compliance.

3. Health and Safety

3.1 Physical and Medical Suitability

Our Services involve physical activities (yoga, breath-work, sauna, and cold plunging, pilates, meditation) that carry inherent risks, including but not limited to muscle strains, joint injuries, dizziness, dehydration, hypothermia, hyperthermia, or aggravation of pre-existing medical conditions.

- You confirm that you are in good physical and mental health and have no medical conditions that would make participation unsafe or inadvisable.
- You must inform us in writing (e.g., via a phone call text or email) of any medical conditions, injuries, or contraindications (e.g., pregnancy, heart conditions, respiratory issues, or recent surgeries) before participating.
- If you are unsure about your suitability, consult a medical professional before participating.

3.2 Risk Acknowledgment

You acknowledge that participation in yoga, breath-work, sauna, and cold plunging, pilates and meditation, involves inherent risks, including but not limited to:

- Physical injury (e.g., muscle strains, sprains, or falls).
- Thermal stress (e.g., overheating in saunas or hypothermia from cold plunging).
- Dizziness, fainting, or shortness of breath from breath-work or temperature changes.
- Psychological discomfort from intense physical or meditative practices.

You accept these risks voluntarily and agree to follow all instructions provided by our staff or instructors to minimize them.

3.3 Participant Responsibility

- You agree to act responsibly, follow safety guidelines, and use equipment (e.g., yoga mats, sauna, cold plunge pools) as instructed.
- You must immediately notify staff of any discomfort, injury, or adverse reaction during a

session.

- You are responsible for bringing appropriate attire (e.g., non-slip footwear, towels, water bottles) and staying hydrated.

4. Liability Waiver and Release

4.1 Waiver of Liability

To the fullest extent permitted by New Zealand law, you agree to release and hold harmless The Space, its owners, employees, contractors, and affiliates from any liability, claims, damages, or losses arising from your participation in our Services, including but not limited to personal injury, property damage, or emotional distress, unless caused by our gross negligence or wilful misconduct.

4.2 Accident Compensation Corporation (ACC)

You acknowledge that personal injuries sustained during our Services may be covered by New Zealand's Accident Compensation Corporation (ACC) scheme. You agree that any claims for personal injury will be pursued through ACC, and you waive any right to pursue civil claims against us for such injuries, except in cases of gross negligence or wilful misconduct.

4.3 Indemnity

You agree to indemnify and hold us harmless against any claims, costs, or losses resulting from your failure to disclose relevant medical conditions or your failure to follow safety instructions.

5. Booking and Payment

5.1 Booking Process

- Bookings can be made online via our website <https://www.thespacenz.co.nz/>
- All bookings are subject to availability and confirmation by The Space.
- By ticking the box during online booking or signing this document, you confirm your agreement to these Terms and Conditions.

5.2 Payment

- Fees for Services must be paid in full at the time of booking unless otherwise agreed.
- Prices are listed in New Zealand Dollars (NZD) and include GST unless stated otherwise.
- We accept Online Payments via our website and bank transfers if agreed upon.

5.3 Cancellations and Refunds

- Participant Cancellations: Cancellations made 24 hours before a session are eligible for a full refund or credit. 50% refund for cancellations made less than 24 hours, but more than 12 hours. No refunds or credits are provided for cancellations within 12 hours or no-shows, except in exceptional circumstances at our discretion.
- Our Cancellations: If we cancel a session, you will receive a full refund or credit for a future session.
- Workshops and Events: Specific cancellation policies for workshops or special events will be communicated at booking.

6. Conduct and Facility Use

- You agree to respect our staff, other participants, and the facility (e.g., no disruptive behavior, no unauthorized equipment use).
- We reserve the right to refuse service or remove participants who violate these Terms or behave inappropriately, without refund.
- No alcohol, drugs, or smoking are permitted on our premises.

7. Sauna and Cold Plunge Specific Terms

7.1 Sauna Use

- Maximum session times and temperature guidelines must be followed to prevent overheating or dehydration.
- You must shower before entering the sauna and use a towel for hygiene.

- Do not use the sauna if you have conditions such as high blood pressure, heart disease, or are pregnant, unless cleared by a doctor.

7.2 Cold Plunging

- Cold plunging involves immersion in cold water, which may cause shock, hypothermia, or cardiovascular stress.
- You must follow staff instructions on duration and entry/exit procedures.
- Do not participate if you have conditions such as Raynaud's disease, severe asthma, or heart conditions, unless cleared by a doctor.

8. Intellectual Property

- All materials, sequences, or instructions provided during yoga, breath-work, or workshops are the intellectual property of The Space or our instructors.
- You may not record, other Participants without their knowledge.

9. Privacy

- We collect personal information (e.g., name, contact details, health disclosures) to provide Services and ensure safety.
- Your information is handled in accordance with our Privacy Policy and New Zealand's Privacy Act 2020.
- We may contact you with updates or promotional offers unless you opt out.

10. Force Majeure

We are not liable for failure to provide Services due to events beyond our control, including but not limited to natural disasters, government restrictions, or facility issues. In such cases, we will offer credits or rescheduling where possible.

11. Governing Law

These Terms and Conditions are governed by the laws of New Zealand. Any disputes will be subject to the exclusive jurisdiction of New Zealand courts.

12. Amendments

We reserve the right to update these Terms and Conditions at any time. The latest version will be available on our website <https://www.thespacenz.co.nz/>. Continued use of our Services constitutes acceptance of the updated terms.

13. Contact Us For questions or concerns, contact us at:

The Space

16 Cowshed Lane, Kamo, 0112

info@thespacenz.co.nz

0212449400

Acknowledgment

By ticking the box during online booking, signing below, or participating in our Services, I confirm that:

- I have read and understood these Terms and Conditions.
- I acknowledge the inherent risks of yoga, breath-work, sauna, and cold plunging, meditation, and pilates.
- I release The Space from liability as outlined in Section 4, except in cases of gross negligence or wilful misconduct.
- I am responsible for ensuring my medical suitability to participate.