

YogaPros · Partner Program Compliance Review Pack · Cover Note

Cover Note · 29 April 2026

Yoga Pros Organisation Limited

YogaPros Partner Program — Compliance Review Pack

Version 1.0 · 29 April 2026

What this is

The legal substrate of the YogaPros Partner Program, prepared for compliance and Scottish commercial counsel review. The Partner Program is now revenue-generating: the first Premium Partner sale closed verbally on 28 April 2026 and a holding email is in flight to the prospect while these Terms are reviewed. No Quote will be issued under these Terms until counsel review is complete.

Documents in this pack

File	Status	Length	Purpose
Premium Partner Terms · v1.0	Draft for review	30 clauses + Appendix A	Premium-tier T&Cs · £970/year (or €1,150 / \$1,250 by region) · 12-month commitment
Standard Partner Terms · v1.0	Draft for review	30 clauses + Appendix A	Standard-tier T&Cs · £490/year (or €580 / \$620 by region) · 12-month commitment

Both documents share an identical legal skeleton with tier-specific commercial particulars in clauses 3, 5, and 9.

Out of scope for this review

- **Hero Partner Terms.** Hero partnerships are bespoke per partnership and negotiated separately. The Premium Terms are the floor for any Hero deal; commercial-partnership terms layer on top. No Hero document is included in this pack.
- **HubSpot Quote configuration brief.** Operational document for the build team, not for legal review. Available in the parent folder if useful as context.

The legal entity

Yoga Pros Organisation Limited · company number SC502923 · registered in Scotland · private company limited by guarantee without share capital · registered office 10/2 Beaverhall Road, Edinburgh, EH7 4JE · trading as YogaPros · active since 9 April 2015. Not currently registered for UK VAT.

The *limited by guarantee* form is load-bearing for editorial positioning — it is the same legal structure used by Royal Colleges, chartered institutes, and most UK professional bodies.

Delivery channel

These Terms are not signed as standalone PDFs. They are incorporated by reference into HubSpot Payments Quotes generated by Louise Murray (Head of Growth & Partnerships). The Quote carries the commercial particulars (Partner identity, Annual Fee, currency, payment cadence, Commencement Date). The Terms carry the legal substrate. The Partner accepts both in one motion through HubSpot's electronic-signature flow, with first payment captured at the same step (recurring for the Monthly Payment Plan).

The HubSpot acceptance record (Partner identity, accepting individual, IP address, timestamp, version of the Terms accepted) constitutes conclusive evidence of acceptance. Clause 30 of each Terms document codifies this.

Versioning rule

The Quote names the specific versioned URL of the Terms (for v1: theyogaprofessionals.com/legal/premium-partner-terms-v1/ or [/standard-partner-terms-v1/](https://theyogaprofessionals.com/legal/standard-partner-terms-v1/)). Once a Quote is accepted under a given version, that version is frozen as the contractual reference for that Partner for the duration of the Agreement, irrespective of any later version YogaPros issues. Earlier versions remain permanently accessible at their -vN URLs.

Load-bearing fiduciary mechanisms

The seven clauses below carry the structural protection of the YogaPros position. Counsel review should focus particular attention on whether each is enforceable under Scots law and survives the reasonableness test under the Unfair Contract Terms Act 1977.

Clause	Mechanism	What it does
5.4	Acceleration on default	Any monthly instalment more than 14 days overdue makes the full annual balance immediately due as a liquidated debt.
6.4	Lien-prevention	Partner cannot place any lien, charge, hypothec, or arrestment over YogaPros assets, accounts, IP, or revenues. Any purported lien is void.
6.2	No set-off, no counterclaim	Partner makes all payments in full without deduction, save where required by law.
13	Uncapped Partner indemnity	Partner indemnifies YogaPros against all third-party claims arising from Partner products, services, or conduct. Survives termination.
14.2	YogaPros liability cap	Total aggregate liability capped at £1,000. Subject to clause 14.1 (mandatory non-excludable liabilities).
15	Report-this-Partner waiver	Report feature is a discretionary courtesy. YogaPros owes no duty of investigation to Partner, reporter, or third party. No Partner cause of action.
19.1	Termination for convenience non-refundable	YogaPros may exit on 30 days' notice, no Annual-Fee refund. Asymmetric exit is deliberate (Partner has no mid-term exit per 19.3).

Specific questions for counsel

Appendix A of the Premium Terms (and corresponding notes in Standard Terms Appendix A) lists twelve specific questions for counsel. The most material:

1. **Acceleration clause (5.4).** Confirm enforceability under Scots law as a liquidated demand, not a penalty.

2. **Lien-prevention (6.4).** Confirm wording forecloses any Scots-law-equivalent of arrestment *ad fundandam jurisdictionem*, builder’s lien, or charging order from a Partner-side claim.
3. **Indemnity (13) + Liability cap (14.2).** Confirm reasonable under the Unfair Contract Terms Act 1977. These Terms are B2B only; UCTA reasonableness applies, not consumer-fairness.
4. **Report-this-Partner (15).** Confirm the discretionary-courtesy framing creates no duty of care to Partner, reporter, or Member. Cross-check against Defamation Act 2013 / Scots-law equivalents for protection against republished report content.
5. **VAT (5.5).** Confirm Eire reverse-charge wording adequately handles EU B2B partners. Confirm no US sales-tax obligation arises for cross-border professional-body listing services in this fact pattern.
6. **Multi-currency clause (2 + 5.1).** Confirm parametrisation to the Quote works under Scots-law contractual-formation principles.

The full list of twelve sits in Appendix A of the Premium document.

Open commercial decisions (already settled)

For information only – these have been ruled by Source and locked in v1:

- Termination for convenience: non-refundable. Asymmetric exit is the YogaPros position.
- Liability cap: £1,000 flat aggregate (not “lower of fee/cap”).
- Partner Standards document: deferred to v1.5; self-incorporating fallback wording in clause 7.1(g) is the v1 floor.
- Quote expiry: 14 days.

Counsel timeline

Compliance review and Scottish commercial counsel review run in parallel to the HubSpot build (Aimee). Target: full review complete and Terms hosted at versioned URLs on theyogapros.com within seven calendar days of issue (i.e. by 6 May 2026), so the first Quote can ship to Louise’s closed prospect before the holding-email deadline.

If review surfaces material changes, version numbering increments to v1.1 and the new version becomes the canonical reference. Existing v1 URLs remain frozen but no Quote has yet been accepted against them.

Contacts

Role	Name
Source / commercial principal	Bruce Mackay, CEO, YogaPros
Commercial owner	Louise Murray, Head of Growth & Partnerships
Build owner (HubSpot / Stripe / hosting)	Aimee, Developer
Compliance / Professional Standards	Claire, Head of Professional Protection & Safety

For document-substance questions: Bruce. For commercial-particulars questions (fees, cadence, prospects in flight): Louise. For platform / hosting / payment integration questions: Aimee.

End of Cover Note · YogaPros Partner Program Compliance Review Pack · 29 April 2026.