

YogaPros · Premium Partner Terms · v1.0

Yoga Pros Organisation Limited

YogaPros · Premium Partner Terms · Version 1.0

Status: Draft for Scottish commercial counsel review. Not for execution until reviewed and confirmed by qualified solicitors registered to practise in Scotland.

Date: 2026-04-29 **Tier scope:** Premium Partner only. Standard Partner Terms follow the same skeleton with tier-specific variations (£490 / £49 monthly · 1 listing change per year · single annual review). Hero Partner Terms are bespoke per partnership and negotiated separately.

Owner (commercial): Louise Murray · Head of Growth & Partnerships **Owner (legal review):** Bruce Mackay · CEO + Scottish commercial counsel **Reference spec:** docs/superpowers/specs/2026-04-27-partner-home-design.md

1. Parties and formation

1.1 These terms (the **Terms**) govern the supply by **Yoga Pros Organisation Limited** (a private company limited by guarantee without share capital, registered in Scotland under company number SC502923, registered office at 10/2 Beaverhall Road, Edinburgh, EH7 4JE), trading as **YogaPros (YogaPros, we, us)**, of a Premium Partner listing on the YogaPros Partner Home directory (the **Listing**) to the entity identified as buyer on the YogaPros Quote that incorporates these Terms (the **Partner, you**).

1.2 These Terms are incorporated by reference into, and form part of, every YogaPros Quote issued for a Premium Partner Listing. The Quote sets out the commercial particulars of this engagement (Partner identity, Annual Fee, payment cadence, Commencement Date, billing and contact details). These Terms set out the legal basis on which YogaPros supplies the Listing.

1.3 By accepting the Quote, whether by electronic signature, by payment of the Annual Fee or any monthly instalment, or by any other acceptance mechanism made available by YogaPros, the Partner is taken to have read, understood, and agreed to be bound by these Terms.

1.4 The Quote, these Terms, and any schedule expressly incorporated by reference together constitute the entire agreement between the parties (the **Agreement**) and supersede all prior representations, proposals, conversations, and understandings, oral or written, relating to its subject matter.

1.5 Where the Quote and these Terms conflict, these Terms prevail, save in respect of the commercial particulars (Annual Fee, payment cadence, Commencement Date, Partner identity, billing details) which are governed by the Quote.

1.6 The parties agree that the Agreement may be executed and accepted electronically, and that such electronic acceptance has the same legal effect as a wet-ink signature under the Electronic Communications Act 2000, the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (UK eIDAS), and equivalent Scots-law principles of contractual formation by conduct.

2. Definitions

In this Agreement:

- **Annual Fee** means the annual fee for a Premium Partner Listing, in the amount and currency stated on the Quote, payable in full on commencement or by twelve (12) equal monthly instalments in line with clause 5 (Monthly Payment Plan). YogaPros publishes Premium Annual Fees in pounds sterling (GBP), euros (EUR), and US dollars (USD), priced separately by currency and not subject to mid-Term currency conversion.
 - **Commencement Date** means the date YogaPros publishes the Listing on the Partner Home directory or the date the Quote is accepted by the Partner, whichever is earlier.
 - **Quote** means the commercial quote issued by YogaPros to the Partner setting out the commercial particulars of this engagement, into which these Terms are incorporated.
 - **Initial Term** means the period of twelve (12) calendar months commencing on the Commencement Date.
 - **Listing** means the Partner's Premium-tier entry on the Partner Home directory and its associated detail page at /partner-program/{slug}, including all editorial and visual content rendered there.
 - **Member** means any individual or entity holding active YogaPros membership at any tier.
 - **Member Offer** means the discount, benefit, or commercial concession the Partner has agreed to extend to Members via the Listing.
 - **Partner Content** means any text, imagery, marks, logos, copy, claims, links, or other material supplied by the Partner for inclusion in the Listing.
 - **Partner Marks** means the trade marks, logos, names, and brand assets owned by or licensed to the Partner.
 - **Renewal Term** means each successive period of twelve (12) months after the Initial Term in respect of which the Agreement renews under clause 4.
 - **YogaPros Marks** means the trade marks, logos, name, brand, and visual identity of YogaPros and its predecessors (including Yoga Alliance Professionals and Yoga Alliance UK).
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3. What YogaPros provides

3.1 During the Term, YogaPros will:

- (a) publish and maintain the Partner's Listing on the Partner Home directory in the Premium tier slot;
- (b) accept up to three (3) Partner-initiated content updates per twelve-month period, scheduled at YogaPros' reasonable convenience;
- (c) deliver one (1) Premium Annual Review with Louise Murray (or her successor) covering listing performance, recommend signal, and renewal opportunity;
- (d) include the Partner in the Premium monthly roundup email to Members on first publication, in line with the schedule then in force;
- (e) operate the **Trending** signal as described in the design specification, on the basis that eligibility for Trending is editorial and non-guaranteed.

3.2 The order in which Premium Partners appear in the directory is determined editorially by YogaPros. Position is not for sale, is not algorithmic, and is not subject to dispute.

3.3 YogaPros may, at its sole discretion and from time to time, update the design, layout, content fields, signal flags, and editorial conventions of the Partner Home directory. The Partner's Listing will be migrated to reflect the current design at no additional charge.

4. Term and renewal

4.1 The Agreement commences on the Commencement Date and continues for the Initial Term.

4.2 At the end of the Initial Term, the Agreement renews automatically for successive Renewal Terms unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Term.

4.3 **Selection of the monthly payment plan does not shorten the Term.** The Initial Term and each Renewal Term remain twelve (12) calendar months, irrespective of how the Annual Fee is paid.

5. Fees, monthly payment plan, and acceleration

5.1 The Annual Fee is the amount stated on the Quote, in the currency stated on the Quote, payable per twelve-month Term. The currency is fixed for the duration of the Term and is not subject to currency conversion or revaluation during the Term.

5.2 The Partner may elect, on the Quote, to pay the Annual Fee in twelve (12) equal monthly instalments by recurring card payment, or other automated method nominated by YogaPros (the **Monthly Payment Plan**). Each monthly instalment is one-twelfth (1/12) of the Annual Fee, in the currency stated on the Quote.

5.3 **The Monthly Payment Plan is a payment convenience, not a term variation.** The Partner remains contractually bound to pay the full Annual Fee for the Initial Term and for each Renewal Term in respect of which the Agreement is in force.

5.4 **Acceleration on default.** If any monthly instalment is more than fourteen (14) days overdue, the entire balance of the Annual Fee for the then-current Term becomes immediately due and payable without further notice or demand. YogaPros may treat this balance as a liquidated debt and recover it accordingly.

5.5 At the date of these Terms, YogaPros is **not** registered for UK Value Added Tax (VAT). No VAT is added to, or charged on, the Annual Fee. If YogaPros becomes registered for UK VAT during a Term, it may add VAT to the Annual Fee with effect from the next Renewal Term on not less than thirty (30) days' written notice – never mid-Term and never retroactively. The Partner is responsible for any taxes, duties, sales taxes, withholding taxes, levies, or equivalent fiscal charges arising in respect of the Partner's payment in any jurisdiction outside the United Kingdom, including (without limitation) Eire VAT under the reverse-charge mechanism, US state sales tax where applicable, and any local turnover or service taxes. The Partner shall make all payments under this Agreement in full, free and clear of any such non-UK tax or withholding.

5.6 All fees are non-refundable in whole or in part, save where these Terms expressly provide otherwise.

5.7 Renewal pricing is set by YogaPros at its discretion. YogaPros will give the Partner not less than thirty (30) days' written notice of any change to fees taking effect at the next Renewal Term.

6. Late payment, costs of recovery, and creditor position

6.1 Where any sum payable under this Agreement remains unpaid for more than seven (7) days after the due date, YogaPros is entitled, without prejudice to any other right or remedy:

- (a) to charge interest on the outstanding amount at the rate of four percent (4%) per annum above the Bank of England base rate from time to time, accruing daily until paid in full, both before and after any judgment;
- (b) to recover from the Partner all reasonable costs and expenses (including legal and debt-recovery costs on a full-indemnity basis) incurred in pursuing payment;
- (c) to suspend the Listing, in whole or in part, with immediate effect;
- (d) to terminate the Agreement under clause 19 (Termination).

6.2 The Partner shall make all payments under this Agreement in full, without set-off, counterclaim, deduction, or withholding (other than any deduction or withholding required by law).

6.3 YogaPros stands in this Agreement, and in any successor or related arrangement, as **creditor and beneficiary** in respect of all sums payable. The Partner acknowledges and agrees that no aspect of the Agreement, the Listing, or the partnership creates any debt, obligation, or fiduciary duty owed by YogaPros to the Partner that could ground a claim against YogaPros assets, revenues, or accounts.

6.4 The Partner shall not, directly or indirectly, place, register, or attempt to place or register any lien, charge, security interest, encumbrance, hypothec, retention right, or equivalent claim over any asset, account, intellectual property, or revenue stream of YogaPros, its directors, officers, employees, members, or affiliates. Any purported lien or claim is void, ineffective, and at the Partner's sole cost and risk to remove.

7. Partner obligations and conduct standards

7.1 The Partner warrants and undertakes that, at all times during the Term:

- (a) it is duly incorporated or established and has the right, power, and authority to enter into and perform this Agreement;
- (b) all Partner Content supplied to YogaPros is accurate, current, lawful, and does not infringe the intellectual property, privacy, or other rights of any third party;
- (c) the products, services, training, and offerings the Partner makes available to Members are of merchantable quality, fit for purpose, and supplied in accordance with all applicable law;
- (d) the Partner holds, and will maintain throughout the Term, all licences, registrations, certifications, insurances, and consents required to lawfully provide its products or services;
- (e) the Partner will honour the Member Offer as published on the Listing for the duration of the Term;

- (f) the Partner will not bring YogaPros, its membership, or its reputation into disrepute by act or omission;
- (g) the Partner will comply with the YogaPros Partner Standards as published by YogaPros from time to time and notified to the Partner; in the absence of published Standards, the Partner shall conduct itself in accordance with the standards reasonably expected of a professional service provider serving a regulated professional-body membership.

7.2 The Partner shall notify YogaPros in writing within seven (7) days of becoming aware of:

- (a) any material change to the Partner's products, services, ownership, control, or trading status;
- (b) any complaint, claim, regulatory action, or proceeding against the Partner that could reasonably be expected to affect the Listing or YogaPros' reputation;
- (c) any inability to honour the Member Offer.

7.3 Failure to comply with this clause 7 entitles YogaPros to suspend or terminate the Listing under clause 19, without refund or compensation.

8. The Member Offer

8.1 The Member Offer published on the Listing is a contractual undertaking by the Partner to YogaPros and to YogaPros Members. The Partner shall honour the Member Offer in full and without modification or qualification not stated on the Listing.

8.2 If the Partner ceases or suspends the Member Offer without YogaPros' prior written consent, YogaPros may, at its sole discretion:

- (a) terminate the Agreement under clause 19;
- (b) recover any unrecovered Annual Fee on an accelerated basis under clause 5.4;
- (c) require the Partner to make Members whole in respect of any commitments made on the Listing.

8.3 The Member Offer is between the Partner and the Member directly. YogaPros is not a party to the Member Offer, does not warrant its terms, and is not liable for its delivery, performance, or any dispute arising from it.

9. Listing changes and editorial control

9.1 During each twelve-month period of the Term, the Partner may request up to three (3) updates to its Listing content. Updates are scheduled at YogaPros' reasonable convenience and are subject to YogaPros' editorial review.

9.2 YogaPros retains sole editorial control over:

- (a) the visual design, layout, and registers of the Partner Home directory and detail pages;
- (b) the wording, tone, and final form of any copy published on the Listing;
- (c) the inclusion, omission, or modification of any Partner Content that does not meet YogaPros' editorial or professional-standards requirements.

9.3 YogaPros may, on written notice and at any time, require the Partner to amend or remove any Partner Content that, in YogaPros' reasonable opinion, breaches these Terms, applicable law, the YogaPros Partner Code of Conduct, or YogaPros' editorial standards.

10. Intellectual property

10.1 **Partner Marks.** The Partner grants YogaPros a non-exclusive, royalty-free, worldwide licence to use the Partner Marks, Partner Content, and any other materials supplied by the Partner for the purpose of producing, publishing, and promoting the Listing on the Partner Home directory and within YogaPros' member-facing communications, for the duration of the Term and for a reasonable period thereafter to allow for archival, search-engine deindexing, and email retraction.

10.2 **YogaPros Marks.** Nothing in this Agreement transfers, licenses, or assigns any right, title, or interest in the YogaPros Marks to the Partner, save the limited right to refer to the partnership in factual terms (for example, "YogaPros Premium Partner" or "Listed on the YogaPros Partner Home directory") in the Partner's own marketing and only during the Term.

10.3 The Partner shall not:

- (a) use the YogaPros Marks in any manner that suggests endorsement, accreditation, certification, or guarantee by YogaPros of the Partner's products, services, training, or business;
- (b) register, attempt to register, or contest any trade mark, domain name, or business name comprising or confusingly similar to the YogaPros Marks;
- (c) use the YogaPros Marks after termination or expiry of this Agreement.

10.4 The Listing, including its layout, design, copy as published, and editorial signals, is the intellectual property of YogaPros. The Partner has no right to reproduce, republish, or distribute the Listing or any element of it independently of the Partner Home directory.

11. No endorsement of partner products or services

11.1 The Listing is a paid commercial directory entry. It is not, and shall not be represented by the Partner as, an endorsement, certification, accreditation, recommendation, warranty, or guarantee by YogaPros of:

- (a) the Partner;
- (b) the Partner's products, services, training, courses, content, or offerings;
- (c) the Partner's qualifications, credentials, fitness for purpose, or commercial standing;
- (d) any claim, statement, promise, or guarantee made by the Partner in its own marketing, advertising, communications, or materials.

11.2 Members and prospective Members rely on the Partner's products, services, and claims at their own discretion and on the Partner's own representations, not on any communication, listing, or signal from YogaPros.

12. Disclaimer of warranties

12.1 To the maximum extent permitted by law, YogaPros excludes all warranties, conditions, and representations (whether express, implied, statutory, or otherwise) in respect of:

- (a) the products, services, training, courses, content, or offerings supplied by the Partner to Members or to any third party;

- (b) any claim, guarantee, warranty, or representation made by the Partner in advertising, marketing, on its own website, in social media, or in direct communication with Members;
- (c) the suitability, quality, safety, accuracy, or merchantability of anything supplied by the Partner;
- (d) the volume, timing, quality, or commercial outcome of any Member referrals, click-throughs, recommends, or engagement signals;
- (e) the continued availability, design, format, or feature set of the Partner Home directory.

12.2 The Listing is provided on an *as-is* and *as-available* basis. YogaPros does not warrant that the Listing will be uninterrupted, error-free, or that any specific commercial result will follow from publication.

13. Indemnity

13.1 The Partner shall indemnify, keep indemnified, and hold harmless YogaPros, its directors, officers, employees, members, and affiliates from and against all claims, liabilities, losses, damages, awards, costs, and expenses (including legal costs on a full-indemnity basis) arising out of or in connection with:

- (a) any breach by the Partner of these Terms, applicable law, or the rights of any third party;
- (b) any product, service, training, course, content, or offering supplied by the Partner;
- (c) any claim, guarantee, warranty, or representation made by the Partner;
- (d) any complaint, dispute, or claim brought by any Member, prospective Member, or third party against the Partner, or against YogaPros in respect of the Partner;
- (e) any infringement of intellectual property, privacy, or other rights by Partner Content or Partner Marks;
- (f) any failure by the Partner to honour the Member Offer.

13.2 The indemnity in clause 13.1 is uncapped, survives termination or expiry of this Agreement, and applies in addition to any other right or remedy available to YogaPros at law or in equity.

14. Limitation of YogaPros' liability

14.1 Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited under Scots law, including liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other matter for which it would be unlawful to exclude or limit liability.

14.2 Subject to clause 14.1, **YogaPros excludes all liability** to the Partner of every kind arising under or in connection with this Agreement, whether in contract, delict (including negligence), breach of statutory duty, restitution, indemnity, or otherwise. The Partner accepts that YogaPros' supply of the Listing is a paid commercial directory entry only and that YogaPros assumes no fiduciary, advisory, regulatory, or guarantor role of any kind toward the Partner. The Partner expressly waives any right of action against YogaPros, its directors, officers, employees, members, and affiliates that is capable of being waived under Scots law.

14.3 If, notwithstanding clause 14.2, any liability is found to attach to YogaPros under or in connection with this Agreement, that liability is limited in the aggregate, across all claims

and causes of action however arising, to **one hundred pounds sterling (£100)**. The parties agree that this sum is a reasonable and proportionate cap, reflecting the modest commercial consideration paid for the Listing relative to the risks the Partner would otherwise transfer to YogaPros, and is freely negotiated between the parties as commercial counterparties.

14.4 Subject to clause 14.1, YogaPros is not liable to the Partner for any:

- (a) loss of profit, revenue, or anticipated savings;
- (b) loss of business, contracts, or commercial opportunity;
- (c) loss of goodwill, reputation, or member confidence;
- (d) loss or corruption of data;
- (e) indirect, consequential, or special loss of any kind,

whether or not foreseeable, foreseen, or known to either party.

15. Report-this-Partner feature

15.1 YogaPros operates a “Report this Partner” feature on the Partner Home directory and detail pages. The feature allows Members and other users to submit reports concerning a Partner’s conduct, products, services, or claims.

15.2 The feature is a courtesy provided by YogaPros to its Members in furtherance of YogaPros’ professional-standards mission. It is not a regulatory function, an arbitration service, or a guarantee of any kind.

15.3 YogaPros shall determine, in its sole and absolute discretion, whether and how to act in response to any report, including (without limitation) whether to:

- (a) contact the Partner;
- (b) suspend or terminate the Listing;
- (c) escalate the matter to YogaPros’ Head of Professional Protection & Safety;
- (d) refer the matter to any regulator, professional body, or law-enforcement authority;
- (e) take no action.

15.4 The Partner agrees that:

- (a) YogaPros owes no duty of investigation, adjudication, or resolution to the Partner, to the reporter, or to any third party in respect of any report;
- (b) YogaPros incurs no liability to the Partner for any decision to act or not to act on any report;
- (c) any action taken by YogaPros in good faith in response to a report (including suspension or termination of the Listing under clause 19) is taken in accordance with these Terms and is not actionable by the Partner;
- (d) the Partner shall not commence proceedings against YogaPros, its directors, officers, employees, or members on the basis of any report received, action taken, or action declined under this clause 15.

15.5 YogaPros makes no representation as to the accuracy, completeness, or veracity of any report received and is not liable for the content of any report, whether or not the report is acted upon.

16. Member-facing communications

16.1 YogaPros' communications with Members about Partners, the Partner Home directory, or any Listing (including emails, dashboard placements, blog posts, social-media posts, and editorial content) are authored, edited, and published at YogaPros' sole discretion.

16.2 The Partner has no right of approval over YogaPros communications, save that YogaPros will not knowingly publish factually inaccurate statements about the Partner.

16.3 The Partner shall not contact Members on the basis of any data inferred or extracted from the Partner Home directory or YogaPros communications, save through the channels and to the extent expressly permitted by these Terms.

17. Data protection

17.1 In the performance of this Agreement, each party shall comply with all applicable data-protection laws, including the UK GDPR, the Data Protection Act 2018, and any successor legislation.

17.2 Each party is an independent controller in respect of personal data it processes for its own purposes. Neither party processes personal data on behalf of the other.

17.3 The Partner shall not, by any means, harvest, scrape, copy, store, or process Member personal data obtained from the Partner Home directory or any YogaPros communication, save where:

- (a) a Member has voluntarily contacted the Partner using the Member Offer or otherwise; and
 - (b) the Partner has a lawful basis for processing under applicable data-protection law.
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18. Anti-bribery, anti-modern-slavery, sanctions

18.1 The Partner warrants and undertakes that it complies, and will continue to comply, with the Bribery Act 2010, the Modern Slavery Act 2015, and all applicable sanctions regimes, anti-money-laundering laws, and ethical-trade obligations.

18.2 Breach of this clause 18 is a material breach entitling YogaPros to terminate the Agreement immediately under clause 19.2.

19. Termination

19.1 **Termination by YogaPros for convenience.** YogaPros may terminate this Agreement at any time on thirty (30) days' written notice to the Partner. No refund of any portion of the Annual Fee is payable on termination under this clause 19.1.

19.2 **Termination by YogaPros for cause.** YogaPros may terminate this Agreement immediately on written notice to the Partner if:

- (a) the Partner is in material breach of these Terms and, where the breach is capable of remedy, has failed to remedy the breach within fourteen (14) days of written notice requiring remedy;

- (b) the Partner has failed to pay any sum due under this Agreement within fourteen (14) days of the due date;
- (c) the Partner has, in YogaPros' reasonable opinion, brought YogaPros into disrepute or breached the YogaPros Partner Code of Conduct;
- (d) the Partner becomes insolvent, enters administration, liquidation, receivership, or any similar process, or makes any composition or arrangement with creditors;
- (e) the Partner ceases or threatens to cease to carry on business;
- (f) any warranty given by the Partner under clause 7 proves to be untrue in any material respect;
- (g) YogaPros, acting in good faith, decides to act on a report received under clause 15 by terminating the Listing;
- (h) the Partner breaches clause 18 (Anti-bribery, modern slavery, sanctions).

19.3 Termination by the Partner. The Partner may terminate this Agreement only at the end of the then-current Term by giving not less than thirty (30) days' written notice in line with clause 4.2. The Partner has no right to terminate during a Term, and termination by the Partner during a Term does not relieve the Partner of the obligation to pay the full Annual Fee for that Term.

20. Effects of termination

20.1 On termination or expiry of this Agreement:

- (a) the Listing will be removed from the Partner Home directory within a reasonable period;
- (b) the licences granted in clause 10 cease, save to the extent reasonably necessary for archival, search-engine deindexing, and email retraction;
- (c) all sums owed by the Partner to YogaPros become immediately due and payable, including (where the Monthly Payment Plan is in force) any unpaid balance of the Annual Fee for the current Term, on the basis set out in clause 5.4;
- (d) the Partner shall cease all use of the YogaPros Marks and all descriptions implying current partnership;
- (e) clauses that by their nature survive termination – including clauses 5.6, 6, 10.2, 10.3, 11, 12, 13, 14, 15, 18, 21, 22, 24, 25, and 27 – continue in force.

20.2 No refund is payable on termination by YogaPros for cause under clause 19.2 or on termination by the Partner during a Term under clause 19.3.

21. No partnership, no agency, no employment

21.1 Nothing in this Agreement creates a partnership, joint venture, agency, employment, fiduciary, or trustee relationship between the parties.

21.2 The Partner has no authority to bind YogaPros, to incur obligations on YogaPros' behalf, or to represent itself as YogaPros' agent, employee, representative, or affiliate.

21.3 Neither party owes the other any fiduciary duty in connection with this Agreement.

22. Force majeure

22.1 Neither party is liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including (without limitation) acts of God, war, terrorism, civil unrest, pandemic, government action, failure of public infrastructure, or failure of a critical third-party service, provided the affected party gives prompt written notice and uses reasonable efforts to mitigate the effect.

22.2 If a force-majeure event continues for more than ninety (90) days, either party may terminate the Agreement on written notice without further liability, save in respect of accrued obligations.

23. Confidentiality

23.1 Each party shall keep confidential, and shall not disclose to any third party without the other party's prior written consent, any non-public information disclosed to it under this Agreement and marked or reasonably understood to be confidential.

23.2 The obligation in clause 23.1 does not apply to information that:

- (a) is or becomes public knowledge other than by breach of this clause;
- (b) is independently developed without reference to the disclosing party's information;
- (c) is required to be disclosed by law, regulator, or court of competent jurisdiction.

23.3 The fact of the partnership and the Partner's tier are not confidential and may be referred to publicly by either party in line with clause 10.

24. Notices

24.1 Notices under this Agreement shall be in writing and delivered to the address or email address set out in the Quote, or to such other address as the recipient notifies in writing.

24.2 Notices are deemed received:

- (a) by hand: on delivery;
 - (b) by recorded post: two (2) business days after posting;
 - (c) by email: on transmission, provided no automated bounce-back or delivery-failure notice is received within twenty-four (24) hours.
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25. Assignment and subcontracting

25.1 The Partner shall not assign, transfer, sub-licence, or sub-contract any of its rights or obligations under this Agreement without YogaPros' prior written consent.

25.2 YogaPros may freely assign or transfer this Agreement, in whole or in part, to any successor entity, group company, or third party, on written notice to the Partner.

26. Whole agreement and variation

26.1 This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior representations, proposals, and understandings.

26.2 The Partner acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, assurance, or warranty not expressly set out in this Agreement.

26.3 No variation of this Agreement is valid or binding unless agreed in writing and signed by an authorised representative of each party.

27. Severability and waiver

27.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions continue in full force, and the invalid provision shall be modified to the minimum extent necessary to render it enforceable while preserving its commercial intent.

27.2 No failure or delay by either party in exercising any right under this Agreement constitutes a waiver of that right or any other right.

28. Third-party rights

28.1 A person who is not a party to this Agreement has no rights under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise to enforce any term of this Agreement, save that YogaPros' directors, officers, employees, members, and affiliates may enforce the indemnity in clause 13 and the limitations in clauses 14, 15, and 21 directly.

29. Governing law and jurisdiction

29.1 This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) is governed by, and construed in accordance with, **the law of Scotland**.

29.2 The parties irrevocably agree that the **Scottish courts** have exclusive jurisdiction to settle any such dispute or claim, save that YogaPros may bring proceedings in any jurisdiction in which the Partner is established or holds assets, for the purpose of enforcing this Agreement or recovering sums due.

30. Acceptance

30.1 These Terms are accepted by the Partner upon acceptance of the Quote, in accordance with clauses 1.3 and 1.6.

30.2 No additional execution document is required. The Quote acceptance record maintained by YogaPros (which captures Partner identity, accepting individual, IP address, timestamp, and the version of these Terms then in force) constitutes conclusive evidence of acceptance for the purposes of this Agreement and any subsequent enforcement.

30.3 The version of these Terms applicable to a given Partner is the specific version named on the Quote at the date of acceptance, hosted at a stable versioned URL on theyogapros.com/legal/ (for v1: <https://theyogapros.com/legal/premium-partner-terms-v1/>). Once a Quote has been accepted under a given version, that URL and that version remain the contractual reference for that Partner for the duration of the Agreement, irrespective of any later version of these Terms YogaPros may issue.

Appendix A — Notes for legal review (not part of the executed agreement)

1. **Registered entity confirmed (2026-04-29).** Yoga Pros Organisation Limited · SC502923 · 10/2 Beaverhall Road, Edinburgh, EH7 4JE · private company limited by guarantee without share capital · trading as YogaPros · active since 9 April 2015. The *limited by guarantee* form (not by shares) is the standard not-for-profit professional-body structure — load-bearing for the Royal-College-altitude positioning and worth keeping in clause 1.1 as the precise technical description.
2. **VAT — not registered (2026-04-29).** YogaPros Ltd is not currently UK VAT-registered. Clause 5.5 reflects this: no VAT charged on the Annual Fee; reservation in place for the position to change at next Renewal Term if registration is later acquired (never mid-Term, never retroactively). Quote templates show no VAT line. Counsel to confirm Eire reverse-charge wording covers EU B2B partners adequately and that no US sales-tax obligation arises for cross-border professional-body listing services in YogaPros' fact pattern.
3. **Acceleration clause (5.4).** This clause is the central creditor-protection mechanism. Counsel to confirm enforceability under Scots law as a liquidated demand (rather than a penalty).
4. **Lien-prevention clause (6.4).** Counsel to confirm wording works to foreclose any Scottish-law equivalent of a builder's lien, charging order, or arrestment ad fundandam jurisdictionem from a Partner-side claim.
5. **Indemnity (13).** Uncapped indemnity from the Partner is standard for paid-listing arrangements where YogaPros bears no liability for Partner products. Counsel to confirm reasonableness threshold under the Unfair Contract Terms Act 1977 / Consumer Rights Act 2015 — these Terms are B2B only and counterparties are commercial entities, so UCTA reasonableness is the test, not consumer fairness.
6. **Liability — three-clause architecture (14.1, 14.2, 14.3, 14.4).** Revised 2026-04-29 after compliance review. Compliance ruled the prior £1,000 flat cap was insufficiently airtight and asked for “zero liability.” The strongest defensible Scots-law B2B position has been adopted:
 - **14.1** — mandatory non-excludable carve-out (death, personal injury caused by negligence, fraud) since these cannot lawfully be excluded.
 - **14.2** — full exclusion of all liability that *can* be excluded under Scots law, with express Partner waiver of any right of action capable of being waived.
 - **14.3** — nominal £100 fallback floor only if a court refuses to enforce 14.2, framed as “a reasonable and proportionate cap given the modest commercial consideration paid for the Listing relative to the risks the Partner would otherwise transfer to YogaPros.” This is the residual minimum the law requires; it is not a target.
 - **14.4** — indirect / consequential / special losses excluded. Counsel to confirm: (i) 14.2 is enforceable under UCTA 1977 / common law for B2B commercial parties; (ii) 14.3 floor is reasonable and proportionate; (iii) the express waiver in 14.2 does not exceed the bounds of what can lawfully be waived under Scots law.

7. **Report-this-Partner (15).** Counsel to review the discretionary-courtesy framing carefully. The aim is to operate the feature without creating any duty of care toward the Partner, the reporter, or the Member. Cross-check against the Defamation Act 2013 (Scotland equivalents) for protection in respect of reported content YogaPros may republish or summarise.
8. **Termination for convenience (19.1).** Source-ruled non-refundable. YogaPros may terminate on 30 days' notice for any reason; no portion of the Annual Fee is refunded. Asymmetry on termination is deliberate – the Partner has no mid-term exit. Counsel to confirm wording is clean.
9. **Third-party rights (28).** The Contract (Third Party Rights) (Scotland) Act 2017 is the Scots-law equivalent of the English Contracts (Rights of Third Parties) Act 1999. Confirm wording is consistent with current statute.
10. **Standard tier.** Companion document `standard-partner-terms-v1.md` to be drafted on the same skeleton. Variations: £490/£49, one (1) listing change per year, single annual review (no stats), no monthly digest inclusion, no Trending eligibility.
11. **Hero tier.** Bespoke per partnership. Use this document as the floor; layer commercial-partnership terms on top (joint marketing, IP cross-licensing, integration commitments, dedicated launch email, dashboard placement).
12. **Plain-English version.** Consider commissioning a one-page Partner-facing summary alongside the executed Terms – written in plain English, signed alongside but not legally binding, to demonstrate good-faith comprehension and reduce the risk of *non est factum* or unconscionability arguments.
13. **Compliance review (2026-04-29) – actioned changes for the audit trail.** First compliance pass produced four substantive changes incorporated into v1.0 prior to counsel issue:
 - **Vendor-neutralised** (1.3, 1.6, 2 (Quote def), 30.2). HubSpot references removed throughout. Terms no longer name the commercial-quote platform – the substance of the acceptance mechanism is preserved without binding YogaPros to a specific vendor. Re-papering not required if the platform is changed in future.
 - **Direct debit removed** (5.2). Recurring card payment retained; “or other automated method nominated by YogaPros” preserves flexibility for any future bank-debit method without naming Direct Debit specifically.
 - **Liability – zero + nominal floor** (14.1–14.4). See item 6 above for the three-clause architecture. Replaces the prior £1,000 flat cap.
 - **Terminology audit on “Partner Home directory”** (clauses 1.1, 2 (Listing def, Commencement def), 3.1(a), 3.2, 3.3, 9.2(a), 10.1, 10.2, 10.4, 11.1, 12.1(e), 15.1, 16.1, 16.3, 17.3, 20.1(a)). Confirmed consistent: *Partner Home* (capitalised proper noun, the page name) followed by *directory* (lowercase, descriptor of what it is). No changes required.