



Iyengar Yoga (UK)

Concerns, Complaints, and Resolution Policy

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Section 1

Section 1: Introduction and Scope

Introductory Statement

At Iyengar Yoga (UK), we are committed to cultivating a culture rooted in integrity, equity, and accountability. This policy outlines how members and non-members can raise concerns, complaints, or give feedback on behaviour that contravenes that commitment. It states how each issue raised will be addressed in a fair and transparent manner.

We prefer to resolve issues informally where appropriate, but all complaints—whether formal or informal—will be treated with equal seriousness. Our approach is focused on resolution and aims to support everyone involved, while upholding the Ethical Guidelines and maintaining the teaching standards of Iyengar Yoga.

Scope

This Concerns, Complaints and Resolution Policy outlines how we will respond when a concern or complaint is raised about an individual or IY Centre hired on behalf of the organisation. It outlines the principles, procedures, and support available, with a strong focus on fairness, accessibility, and resolution.

We recognise that navigating conflict or harm can be distressing. This policy is designed to provide a clear, accessible and structured approach that supports everyone involved.

Declaration and Subcontracted Work

Certification Mark Use and Expectations

Certificated Iyengar Yoga teachers engaged to deliver assessments, Exchange of Learning Days and other training [eg assessor training, confident mentoring workshops] on behalf of IY(UK), and the venues hired for the purposes of delivering IY(UK) events, must maintain the highest standards of professional conduct, in alignment with the values and ethical expectations of Iyengar Yoga and the legal obligations described in the IYUK Equity Policy.

Use of the Certification Mark is a privilege granted via a non-exclusive sub-licence and is dependent upon:

- Holding valid certification and current IY(UK) membership
- Adherence to the Iyengar Yoga method without mixing in other styles
- Continued personal practice and engagement in professional development
- Compliance with the Ethical Guidelines (see Declaration and Annex C of the Licence)

Behaviours that may lead to revocation of the Certification Mark include but are not limited to:

- Failure to comply with the Sub-Licence Agreement
- Dishonest representation of qualifications or experience
- Breaches of the Ethical Guidelines (e.g. harassment, discrimination, abuse of power, or unethical conduct toward students or colleagues)
- Misuse of the Certification Mark (e.g. unauthorised use on marketing for groups or centres, altering the logo, or assigning use to third parties)

If a concern or complaint suggests a breach of these expectations, IY(UK) may suspend or revoke the right to use the Certification Mark. Termination of the Sub-Licence will require the individual to cease all use of the logo, destroy any associated materials, and confirm this in writing within 14 days.

Where disputes or appeals arise relating to the right to use the Certification Mark (other than for non-payment), these will be referred to the Ethics and Appeals Committee for review, and their decision is final.

The Declaration is included in Appendix B.

Section 2

Section 2: Guiding Principles

Because we respect every member's right to practise Iyengar Yoga in a safe and supportive environment, this policy is guided by a set of core principles. Volunteers responsible for carrying out this procedure will receive industry-approved training to ensure that all processes are handled fairly, proportionately, and with respect for the dignity and wellbeing of everyone involved. In addition, all members, teachers and holders of the Certification Mark are expected to follow the principles set out in the *Ethical Guidelines for Iyengar Yoga Teachers* (see Annex C).

1. Resolution-Focused

We are committed to a non-adversarial approach. Concerns and complaints are not treated as disputes to be won, but as opportunities for improvement. Wherever appropriate, the organisation will utilise informal facilitation methods to arrive at a resolution. This may in cases, where it is appropriate, involve mediation. However, should a flagrant infringement of our Ethical Guidelines or the Equity Policy be brought to our attention, it will be dealt with in a decisive and unequivocal manner.

2. Fairness and Proportionality

All concerns are managed proportionately, based on their nature and impact. The triage process will ensure that each case is assessed and the appropriate kind of facilitation is used, based on open, confidential, communication with all parties concerned. This informal approach will be encouraged where possible, and a formal investigation reserved for more complex matters.

3. Inclusion and Accessibility

The organisation is committed to ensuring that all individuals engaging in this policy are treated with respect and equity. Reasonable adjustments will be made to accommodate individual needs, ensuring:

- Flexibility in how concerns can be raised and responded to
- A variety of communication methods are available
- The option to request a mediator or investigator who understands your personal situation, when appropriate

4. Confidentiality and Psychological Safety

Everyone directly involved with the process is expected to handle all concerns and complaints with discretion and confidentiality, in timely manner. Information will only be shared with those directly involved in the process. Psychological safety will be prioritised throughout, with appropriate support offered to all participants.

5. Transparency and Consistency

Processes will be applied consistently and communicated clearly. Individuals will be informed of what to expect at each stage and will receive timely updates. This policy is aligned with best practice standards as outlined in ACAS Code of Practice, while reflecting the values and context of our organisation.

Section 3

Section 3: Definitions

The following definitions are provided to support clarity and consistency throughout this policy. If you are unsure about any of these terms or how they apply, you are encouraged to ask for clarification.

Concern

An anonymous or informal observation of something that may not be right, for example, feeling uncomfortable about how something was handled or observing behaviour that may breach expected standards of teaching or behaviour.

Complaint

A more formal report that something inappropriate, harmful, or unjust has occurred. Complaints are requested in writing and will prompt a structured response.

Facilitation

A methodic informal enquiry led by trained individuals, to help better understand the Concern or Complaint. This will involve both parties speaking separately with one of the CCR team. Facilitation is used for concerns where both parties are open to dialogue.

Resolution

A firm decision arrived at after the process of resolving a dispute or disagreement between two or more parties, using various strategies and techniques aimed at finding a peaceful solution.

Mediation

A confidential, voluntary process led by an independent mediator. Mediation provides a safe space to explore misunderstandings, rebuild trust, and agree on next steps. It is particularly helpful in early intervention.

Investigation

A structured process to gather evidence and understand what has happened. This may follow the initial Facilitation process in cases where there a party disputes facts or allegations brought. Investigations may involve speaking with other individuals and reviewing documentation.

- Internal Investigation – Conducted by a trained board member
- External (Complex) Investigation – Conducted by a specialist third-party investigator

Harassment

Harmful behaviour, such as bullying, that violates someone's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment. This includes physical, verbal, or non-verbal conduct.

Discrimination

Unfair or unequal treatment of someone based on a protected characteristic, such as race, sexuality, religion or disability. Discrimination may take the form of direct harassment or be indirectly felt – through policies (e.g. IYUK Equity Policy) or decisions.

Victimisation

Treating someone unfairly because they have raised a concern, made a complaint, or supported someone else who has. Victimisation is a breach of the Equality Act 2010.

Safeguarding

Action taken to protect individuals from harm, abuse, or neglect. Any safeguarding concerns will be escalated immediately to the appropriate person or authority.

Appeal

A formal request to review a decision or outcome. Appeals are available following an investigation and are reviewed by someone not involved in the original process. Any appeals regarding Assessments should be directed to the Ethics and Appeals Committee.

Section 4

Section 4: Roles and Responsibilities

This section outlines who is involved in managing concerns and complaints, and what responsibilities and boundaries apply at each stage of the process.

All individuals involved in resolution processes are expected to uphold the principles outlined in this policy and to act with integrity, fairness, and discretion.

IY(UK) Chair

- Receives and reviews all concerns or complaints (unless the complaint is about them)
- Applies the triage process with the Chairs of Equity and/or Ethics (as necessary) to determine the most appropriate response
- Appoints internal or external resolution support where required
- Maintains communication with those involved in the process (facilitators, investigators, or mediators)
- Oversees the implementation of outcomes
- Escalates safeguarding issues as appropriate

If a complaint is made about the Chair, these responsibilities are transferred to the Deputy Chair.

IY(UK) Deputy Chair

- Acts as the first point of contact for concerns about the Chair
- Leads the triage process where the Chair is conflicted
- Ensures the process continues without bias or delay
- Handles appeals where a board member has carried out the original investigation

Trained Board Member

- May be appointed by the Chair to:
- Facilitate a Concern or Complaint conversation
- Conduct a Formal Investigation
- Must declare conflicts of interest and inability to deal effectively with a case

External Mediator or Investigator

- Appointed where a complex or specialist matter arises
- Must be professionally accredited in mediation or investigations
- May also be requested where the complainant has a protected characteristic
- Provides independent, evidence-based input with no influence from the organisation

Appeals Panel / Reviewer

- Must not have been involved in the original concern or investigation
- If the original investigation was internal, the Deputy Chair will review the appeal
- If the investigation was external, a new independent investigator would be appointed by the same provider
- Makes a final, impartial decision based on the appeal grounds and process documentation

Section 5

Section 5: Triage and Resolution Process

When a concern or complaint is raised, it is reviewed by the IYUK Chair, Ethics and Equity Committee Chairs using a triage approach. This allows the organisation to identify the most appropriate, proportionate, and fair response, avoiding unnecessary escalation, while ensuring serious matters are addressed thoroughly.

All concerns and complaints are treated with sensitivity and respect.

Step 1: Receive and Acknowledge

- The concern or complaint is received by the IYUK Chair, Ethics or Equity Committee Chairs, otherwise known as “First Contact” (or Deputy Chair if the concern relates to the Chair).
- Acknowledgement is sent to the complainant within 7 working days.
- The Chair records the issue and begins an initial review to determine how to proceed.

Step 2: Triage and Decision-Making

The First Contact will either attempt to resolve the matter directly or, depending on the nature and complexity of the issue, refer it to an appropriate trained facilitator. The facilitator will then aim to:

- Resolve directly (e.g., via clarification, acknowledgement, or conversation)
- Initiate an informal investigation to arrive at an Outcome, or conduct a Formal Investigation
- Appoint an external, accredited investigator in complex, or disputed cases

We recognise that in some instances, the complainant may wish to request a person to support them, especially in circumstances where the case may pertain to a protected characteristic. We will accommodate this request as swiftly as possible.

Step 3: Resolution Process

- **Facilitation:** A trained facilitator carries out an Informal Investigation, through a series of meetings and communications, aimed at restoring clarity, and arriving at a written Outcome or Resolution.
- **Formal Investigation:** In the case of disputed information, a trained board member carries out a more protracted investigation, gathering information from parties outside the complaint, and prepares a written Outcome.
- **External Investigation:** In complex or specialist cases, an independent investigator is appointed to gather information, speak to those involved and prepare a written outcome report.
- **Mediation:** A specialist mediator is engaged from outside the organization, to support those who wish to resolve the issue through dialogue. We recognize that mediation is

not appropriate in many cases. This action will only be pursued if both parties are willing.

Step 4: Outcome Letter and Outcome Report

Where an informal investigation has taken place, all parties will receive an Outcome Letter.

Where a formal investigation has taken place, a detailed Outcome Report will be provided to the complainant and respondent, summarising the findings and any actions recommended or taken. All parties will have the opportunity to respond or ask questions about the Outcome and/or Report.

Step 5: Appeal

If a party wishes to appeal the outcome of an Investigation, the following applies:

- If the Investigation was carried out by a trained board member, the Appeal will be heard by the Deputy Chair
- If the investigation was carried out by an external party, the Appeal would refer to another independent practitioner from the same provider

Appeals must be submitted in writing within 14 working days of receiving the Outcome Letter or Report. Appeals will only be considered based on new evidence or concerns about the fairness or conduct of the process.

Section 6

Section 6: Step-by-Step Procedures

This section outlines what happens when a concern or complaint is raised. We aim to approach every concern with fairness, care, and a commitment to resolution.

This procedure applies to:

- Concerns involving members, teachers or subcontractors delivering centrally funded work
- Situations that relate to use of the organisation's name via the Certification Mark

It does not apply to internal complaints within independently run yoga centres, unless they relate directly to centrally funded work.

Step 1: Raising a Concern or Complaint

Concerns should be submitted via email to the IYUK Chair (chair@iyengaryoga.org.uk) the Ethics committee chair (ethics@iyengaryoga.org.uk) or the Equity committee chair

(equity@iyengaryoga.org.uk) or through the Speak up for Change link on the IYUK website (speakup@iyengaryoga.org.uk). If the concern is about the Chair, it should be sent to the Deputy Chair.

Please see Appendix A for the complaint reporting form.

- A summary of what occurred
- Who was involved
- Relevant dates
- The impact the situation has had
- What outcome or support you are seeking, if known

Step 2: Review and Triage

All concerns will be received and reviewed by the First Contact, who will decide how best to proceed using the organisation's triage approach.

If the concern is relating to the Chair, the Deputy Chair will act in their place and lead the process. The triage decision may involve input from a board member if required, but all information will be anonymized to maintain confidentiality.

From here, the First Contact may:

- Resolve the concern directly
- Appoint the trained board member to facilitate an Informal Investigation, which may lead to a Formal Investigation
- Appoint an independent professional in complex cases

We recognise that in some instances, the complainant may wish to request a person to support them, especially in circumstances where the case may pertain to a protected characteristic. We will accommodate this request as swiftly as possible.

Step 3: Resolution Route Is Chosen

Based on the triage decision, one of the following approaches will be taken:

- Facilitation – an Informal Investigation, involving conversations with both parties, aimed at clarifying the issue and potentially arriving at an Outcome. This would be led by a trained board member.

- Formal Investigation – carried out by a trained board member. This is a process aimed at finding a satisfactory end where a dispute exists.
- Independent or Specialist Investigation – carried out by an external, professional investigator
- Mediation – a structured process of negotiation between all parties concerned, facilitated by an independent accredited mediator, in order to arrive at a mutually agreed on resolution. We recognize that mediation is not appropriate in all cases.
- Safeguarding Action – if the concern poses risk to an individual or group

You will be informed of which resolution approach has been selected, who will be involved, what to expect from the chosen process and what support is available to you once the facilitation process begins.

Step 4: Process Takes Place

Each approach is delivered with care, confidentiality, and respect by and for everyone involved. The timelines are specific to each process. Investigations should begin promptly once a concern is raised, the length of time should be proportionate to the complexity of the case. You'll receive regular updates, and support is available throughout the process.

Where facilitation or mediation is considered the best approach, a date should be planned and communicated to the complainant within 7 days of the complaint being raised.

Step 5: Outcome Shared

If an investigation is carried out, you will receive a detailed outcome report, which will include:

- Key findings
- A summary of the evidence reviewed
- A clear statement on whether the concern was upheld or not
- Any relevant next steps or recommendations
- The respondent will also receive an outcome report that is appropriate and proportionate to their involvement.
- All records are stored securely.

Step 6: Appeals

If you wish to appeal the outcome of an investigation, you may do so within 14 calendar days of receiving your outcome report.

- If a board member conducts the investigation, the appeal will be handled by the Deputy Chair
- If an external third-party investigator conducts the investigation, it will be reassigned to another independent investigator with the same provider

Appeals will consider whether a different outcome may be appropriate based on the new evidence submitted and any further context provided. The outcome of the appeal is final.

Section 7

Section 7: Guidance for Complainants and Respondents

We recognise that raising or responding to a concern can be emotionally challenging. This section outlines what you can expect and how you will be supported throughout the process.

If You Are Raising a Concern (Complainant)

You have the right to:

- Be heard and taken seriously
- Raise a concern without fear of judgement or retaliation
- Have your concern considered fairly, promptly, and confidentially
- Ask questions and receive updates on the process
- Request adjustments to how the process is carried out (e.g. communication format, time of day, pacing, support)

We encourage you to:

- Be as clear as possible when describing the issue
- Consider whether you would feel comfortable with a facilitated conversation or mediation as a starting point
- Be honest if you are feeling overwhelmed or confused, we are here to help guide you
- Let us know if you need adjustments or support
- Ask for a diverse mediator or investigator if you feel this is important for your safety, identity, or confidence in the process

You will be informed about:

- How your concern is being triaged

- What process will follow
- What support is available
- The outcome (if an investigation takes place), including a detailed outcome report and any actions taken

If You Are Responding to a Concern (Respondent)

You have the right to:

- Be treated with dignity and respect
- Be informed clearly about the nature of the concern
- Have the opportunity to respond and be heard
- Ask questions and request support
- Receive updates about the process
- Be informed of the outcome and what it means for you

You are encouraged to:

- Engage openly and respectfully
- Let us know if you need adjustments or support
- Be honest if you are feeling overwhelmed or confused, we are here to help guide you.
- Ask for a diverse mediator or investigator if you feel this is important for your safety, identity, or confidence in the process

You will not:

- Be automatically presumed to have done something wrong
- Be treated punitively for being named in a concern
- Have your involvement shared beyond those who need to know

Throughout the process, we will ensure that:

- Information is shared only on a need-to-know basis
- Confidentiality is maintained, unless risk of harm or safeguarding issues arise
- Everyone is treated with care and fairness, not blame

- Space is made for feedback

Section 8

Section 8: Chair's Responsibilities in Managing Concerns and Complaints

The Chair plays a central role in ensuring concerns and complaints are handled fairly, and in line with IYUK's values and procedures. This section outlines the Chair's core responsibilities when acting as the first point of contact.

If a concern is raised about the Chair, these responsibilities are delegated to the Deputy Chair, who will lead the process with the same principles and standards.

1. Receiving and Acknowledging Concerns

- Receive complaints via the designated email address
- Acknowledge the complaint within 5 working days
- Ensure that support is offered at the point of contact (e.g. adjustments, clarification, language or access needs)

2. Reviewing and Triage

- Review the complaint in full and apply the triage process
- Consider the most proportionate and supportive response, log response and rationale.
- Decide whether to:
 - Resolve the concern directly
 - Appoint a trained board member (and one other if necessary) to facilitate a resolution conversation
 - Appoint a trained board member (and one other if necessary) to investigate
 - Appoint an external, mediator or investigator in complex or specialist cases
 - Ensure a diverse mediator or investigator is appointed if requested by the complainant, where possible

3. Overseeing the Process

- Maintain communication with the board member, to ensure the process is on track
- Where a third-party mediator or investigator is required, they are engaged in a timely manner

4. Managing the Outcome

- Review the report before it is shared, should an investigation have taken place
- Arrange a debrief meeting with the third-party mediator or investigator once the work is complete
- Oversee that any actions, learning points or recommendations are documented and followed up
- File records securely and confidentially

5. Ensuring Fairness and Inclusion

- Ensure all parties are treated with dignity, without judgement
- Recognise the impact of trauma, identity, power, and lived experience on how people engage with the process
- Create space for reflection, feedback, and learning
- Escalate any safeguarding concerns immediately

Section 9

Equality Act 2010

The Equality Act 2010 is UK legislation that prohibits direct and indirect discrimination, harassment, and victimisation against people with protected characteristics. It extends rights to all workers, job applicants, and former employees, as well as those discriminated against by association. It also places a duty on employers to prevent discrimination, make reasonable adjustments for disabled individuals, and legitimately justify any general policies that might unfairly disadvantage protected groups.

Protected Characteristics

The law protects people from unfair treatment based on the following nine protected characteristics:

- Age
- Disability
- Gender reassignment
- Marriage and civil partnership

- Pregnancy and maternity
- Race (including colour, nationality, ethnic or national origin)
- Religion or belief
- Sex
- Sexual orientation

Types of Unlawful Behaviour

- Direct discrimination – Treating someone worse because of a protected characteristic
- Indirect discrimination – Policies or practices that apply to everyone but disadvantage certain groups
- Harassment – Unwanted conduct that violates someone’s dignity or creates a hostile, degrading, or offensive environment
- Victimisation – Treating someone badly because they’ve made or supported a complaint under the Act
- Discrimination arising from disability – Treating someone unfairly because of something connected to their disability
- Failure to make reasonable adjustments – Not taking steps to remove barriers that disadvantage a disabled person

What This Means for Our Community

At Iyengar Yoga (UK), we do not tolerate any form of discrimination, harassment, or victimisation. We are committed to ensuring that all participants, teachers, volunteers, and community members feel welcome, respected, and supported.

Everyone involved in our work is expected to:

- Treat others with dignity and respect
- Listen and learn with openness
- Challenge discrimination wherever it arises
- Act in line with our Equality, Diversity and Inclusion (EDI) principles as laid out in the Equity, Diversity and Inclusion Policy.

Respecting Human Rights

In addition to protections under the Equality Act 2010, we recognise our responsibility to uphold fundamental rights under the Human Rights Act 1998.

Specifically, we affirm the importance of **Article 9 – Freedom of Thought, Conscience and Religion**, which protects every individual's right to:

- Hold religious or other philosophical beliefs (or none)
- Practice and express those beliefs in teaching, worship or observance
- Be protected from coercion or mistreatment based on those beliefs

We expect all members, teachers and centres to honour these principles by fostering an inclusive and respectful environment, where differences in belief or conscience are approached with care and curiosity—not judgement or exclusion.

Boundaries on Expression

While we respect individuals' rights to hold and express their personal beliefs, we also recognise that freedom of expression under the **Human Rights Act 1998 (Article 10)** may be limited where it infringes on the rights, dignity or safety of others.

The manifestation of belief — including language, symbols or actions — must never cause harm, promote discrimination, or undermine the wellbeing of others. This includes behaviour or language that may be perceived as racist, sexist, homophobic, transphobic, ableist, or otherwise exclusionary or offensive.

We are committed to maintaining a safe, respectful and inclusive environment. Members who use language or behaviours that breach this commitment may be subject to complaint and, where appropriate, may have their Certification Mark status reviewed or revoked.

Whistleblowing

We recognise that in some circumstances, individuals may become aware of serious wrongdoing and feel unable to raise concerns openly.

Whistleblowing refers to the reporting of malpractice, unlawful behaviour, or other serious breaches of trust in the public interest. Examples include:

- Fraud or financial misconduct
- Safeguarding or safety risks
- Harassment, discrimination, or abuse of power
- Criminal behaviour or unethical conduct

IY(UK) is committed to creating an environment where concerns of this nature can be raised without fear of victimisation. Any individual, including teachers or centre representatives, may raise a whistleblowing concern by contacting the Chair or Vice Chair directly.

If the concern involves the Chair or Vice Chair, a designated independent contact will be made available.

Anonymity

While anonymous complaints will be received and considered, they may limit our ability to investigate or resolve the issue fully.

We encourage individuals to identify themselves where possible, as doing so allows for follow-up questions, safeguarding, and fair resolution. However, we respect that in some cases, particularly where there is fear of reprisal, anonymity may be important.

Where a complainant does identify themselves, all reasonable steps will be taken to protect their identity if requested, and information will only be shared on a need-to-know basis in line with confidentiality principles.

Appendices

Appendix A: Complaint Form Template

Appendix B: Declaration of Conduct for Funded Work

Appendix C: ACAS Guide - Discipline and Grievances at Work

This appendix contains the ACAS Guide: 'Discipline and Grievances at Work'. This document is available separately and should be accessed via the shared HR policy folder or directly from www.acas.org.uk.

Appendix D: Certification Mark and Ethical Guidelines

Appendix A: Complaint Form Template

Concern or Complaint Form

This form is for raising concerns or complaint under the Iyengar Yoga (UK) Concerns, Complaints and Resolution Policy. Please complete as fully as possible. You may submit this form to the Chair or Deputy Chair, depending on the nature of your concern.

1. Your Details

Full Name: _____

Email Address: _____

Contact Number (optional): _____

Centre/Region: _____

2. Nature of Concern or Complaint

Please describe what happened. Include any relevant dates, people involved, and details that help us understand the situation.

Details:

3. Have You Taken Any Steps to Address This Already?

If yes, please describe what actions you took and the outcome.

4. What Outcome Are You Seeking?

5. Do You Have Any Access or Communication Needs We Should Be Aware Of?

Signed: _____ Date: _____

Appendix B: Declaration of Conduct for Funded Work

Appendix A: Declaration of Conduct for Funded Work

This Declaration must be signed by any teacher or yoga centre delivering work that is funded by Iyengar Yoga UK, including but not limited to:

- Assessments
- IY(UK) organised CPD events, including Exchange of Learning Days, assessor training, Confidential mentor training.
- Centrally organised events or programmes

By signing this Declaration, the individual or centre confirms that they understand and accept the following responsibilities when acting on behalf of the organisation.

As a condition of being paid for funded work, I/we agree to:

Uphold the Ethical Guidelines of IY(UK) and its Equality, Diversity and Inclusion (EDI) Policy, treating all individuals with dignity and respect, regardless of background, identity or personal characteristics.

Follow the Concerns, Complaints and Resolution Policy in full if a concern or complaint is raised in connection with the funded work.

Engage respectfully and fairly with any resolution process, including facilitation, mediation or investigation, where appropriate.

Promote a psychologically safe and inclusive learning environment for all participants during funded activities.

Cooperate fully with the Chair or designated contact person and share information confidentially if asked as part of a concern resolution process.

Maintain confidentiality throughout any concern or complaint process, in line with the organisation's policy.

Recognise that failure to uphold this Declaration may result in:

- Being excluded from future funded work
- Losing eligibility to use the Iyengar name under the Certification Mark

Please complete this declaration before beginning any funded work. Digital signatures are accepted.

Name: _____

Role/Centre: _____

Email Address: _____

Signature (typed name if submitting digitally): _____

Date: _____

Signed on behalf of Iyengar Yoga UK

Name: _____

Role: _____

Date: _____

Appendix C: ACAS Guidelines

This appendix contains the ACAS Guide: 'Discipline and Grievances at Work'. This document is available separately and should be accessed via the shared HR policy folder or directly from

www.acas.org.uk

Appendix D E2 Certification Mark Policy

E Administrative Policies of IY(UK)

E2 Certification Mark Policy

E2a Certification Mark Documents

SUB-LICENCE

NON EXCLUSIVE TRADE MARK SUB-LICENCE

European Union Trade Mark Regulation (EC) No. 40/94

THIS SUB-LICENCE AGREEMENT is made on 1st April 2020 (hereinafter “the Commencement Date”)

between

- 1) "The Master Licensee" IYENGAR YOGA (UK) Ltd
Registered office address: New Oaks
Southview Close

Crowborough

East Sussex

TN6 1HH

and

- 2) "The Sub-licensee" [Name and address of teacher]

BACKGROUND

WHEREAS

- A) The following European Union Trade Marks are owned by Geeta Iyengar and Prashant Iyengar of Ramamani Iyengar Memorial Yoga Institute, 1107-B/1, Shivajinagar, Pune, 411016, India (hereinafter "the Owners") and are registered with effect throughout the European Union:-

Regn. No.2608735 STANDING FIGURE (NATARAJASANA) Device

Regn. No.2708675 IYENGAR

("the Trade Marks"). Full particulars of the Trade Marks are set out in Annex A hereto;

- B) The Owners are the owners of the copyright in the STANDING FIGURE (NATARAJASANA) Device which is the subject of European Union Trade Mark Registration No.2608735;
- C) IYENGAR Yoga is the yoga method developed and taught by B.K.S. (Bellur Krishnamachar Sunderaraja) Iyengar, the father of the Owners;
- D) The Owners have granted a Master Trade Mark Licence to the Master Licensee which empowers the Master Licensee to grant sub-licences in respect of the Trade Marks;
- E) The Master Licensee and the Sub-licensee wish to protect and maintain the quality, reputation, rigour, integrity and vitality of the practice of IYENGAR yoga by (inter alia) the use of the Trade Marks as indications of compliance with the writings and teachings of B.K.S. Iyengar and endorsement by the Owners;
- F) It is mutually desired by the parties hereto that the Sub-licensee shall be entitled to use the Trade Marks as a non-exclusive sub-licensee in relation to all the goods and services for which the Trade Marks are registered (hereinafter referred to as "the Goods and Services"), full particulars whereof are set out in Annex A hereto.

IT IS HEREBY AGREED:

SUB-LICENCE

The Master Licensee grants a non-exclusive sub-licence to the Sub-licencee to use the Trade Marks in the European Union on and in relation to the Goods and Services for which the Trade Marks are registered subject to the following conditions:-

SUB-LICENCEE

1. The Sub-licencee is a teacher whose competence to teach and practice yoga in accordance with the IYENGAR method has been recognised by the Master Licensee and who:-
 - (a) is a current member of the Master Licensee's Association;
 - (b) holds a current teaching certificate granted by the Master Licensee or another BKS Iyengar Yoga Association or Yogacharya Sri BKS Iyengar;

- (c) teaches yoga only in accordance with the IYENGAR method without mixing other styles of yoga or other disciplines;
- (d) maintains a regular personal practice of asana and pranayama;
- (e) attends ongoing education at the Ramamani Iyengar Memorial Yoga Institute, or at Iyengar Yoga Conventions or with teachers approved by the Owners;
- (f) follows the principles of the Ethical Guidelines (see Annex C hereto), which have been approved by the Owners.

PAYMENT OF ANNUAL LICENCE FEE

- 2. The Sub-Licensee agrees to pay an annual licence fee, with effect from the commencement date, the amount to be stipulated in advance by the Master Licensee, with the prior agreement of the Owners.

PERSONAL LICENCE

- 3. The Sub-Licence is personal to the Sub-licensee, and does not permit the Trade Marks to be used by any other third parties or enterprises such as groups of teachers or yoga teaching centres. The Sub-licensee cannot grant any further licences or rights to the use of the Trade Marks to any third parties.

USE OF TRADE MARKS

- 4. The Sub-licensee during the period of this Agreement shall use the Trade Marks in the European Union only upon or in relation to the Goods and Services for which the Trade Marks are registered (see Annex A) in relation to the teaching and practice of Yoga in accordance with the IYENGAR method, and in accordance with the Trade Mark Use Guidelines as shown in Annex B hereto.

PROPRIETORSHIP

- 5. During the continuance of this agreement or at any time thereafter, the Sub-licensee shall not dispute the validity of the Trade Marks or the Owner's proprietorship of the Trade Marks.

DURATION AND TERMINATION

- 6. The Sub-licence is granted initially for one year from the Commencement Date upon payment of the first annual licence fee and subject to continuing full compliance by the Sub-licensee with the terms of the Sub-licence, is renewable upon payment of an annual renewal fee to the Master Licensee in advance of the anniversary of the Commencement Date.

7. Failure to pay the annual licence fee by the due date is a breach of the terms of this Agreement.
8. The Master Licensee shall be entitled to terminate this Agreement in the event of any breach of the terms of the Agreement upon giving the Sub-licensee written notice of intention to cancel unless the breach is remedied within 30 days. If the breach is not remedied and notified to the Master Licensee within the 30 day period, the Sub-licence shall be cancelled forthwith.
9. Upon termination of this Agreement for whatever reason, the Sub-licensee shall forthwith cease all use of the Trade Marks and within fourteen (14) days shall confirm to the Master Licensee that it has ceased all such use, has destroyed all stocks of Goods bearing the Trade Marks, and has removed all signs bearing the Trade Marks within its control.

CONSEQUENTIAL

10. The Sub-licensee will promptly report to the Master Licensee particulars of any suspected unauthorised use of the Trade Marks. The Sub-licensee will take no action against unauthorised users of the Trade Marks, but shall supply all information and assistance required by the Master Licensee if the Master Licensee wishes to defend the Trade Marks from such unauthorised use at the expense of the Master Licensee.
11. The Master Licensee may not transfer any of the rights, duties or obligations of this Agreement to another Party without the written permission of the Owners. The Master Licensee will notify the Sub-licensee of any such change.
12. This Agreement is personal to the Sub-licensee and the rights, duties and obligations of this Agreement may not be transferred to any other party.

JURISDICTION

13. This Agreement is subject to Scottish Law and the parties hereto submit to the jurisdiction of the Courts of Scotland in determining matters hereunder.

NOTICE

14. Any notice or communication to be served under this Agreement shall be given in writing and sent by Recorded Delivery Post to the addressee at its address as stated in the heading to this Agreement or such other address as the addressee may notify in writing from time to time.

AS WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate original subscribed by authorised persons in accordance with the formalities of the place of execution as follows:-

Signed: _____

Name of Authorised signatory for IYENGAR YOGA (UK) Ltd

Signed: _____

Name of Sub-licensee / teacher

Annex A, B, C


ANNEX A

SCHEDULE OF TRADE MARKS - NON EXCLUSIVE MASTER TRADE MARK LICENCE

TRADE MARK SCHEDULE				
COUNTRY	NUMBER	TRADE MARK	CLASS	GOODS/SERVICES

European Union	2708675	IYENGAR	9, 16 & 41	<p>Class 9: Computer software and computer programmes, computer databases; recorded tapes, disks, cassettes, CD-roms and digital video disks; encoded cards, identity cards, cards bearing machine readable information, electronic publications in electronic form supplied on-line from a database or from facilities provided on the Internet or other networks (including web sites); photographic prints and transparencies.</p> <p>Class 16: Paper and paper articles, cardboard and cardboard articles, printed matter, printed publications, books, manuals, brochures, data sheets, newsletters, membership cards, calendars, diaries, stationery, instructional and teaching materials.</p> <p>Class 41: Educational, training and instructional services, tuition services, research and development services, publishing services; film, video and audio production; library services; arranging and conducting of conferences, seminars, symposia, workshops, exhibitions, educational visits, competitions; provision of conference, training and exhibition facilities, all of the foregoing relating to Iyengar yoga; information, advisory and consultancy services relating to all the aforesaid services.</p>
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COUNTRY	NUMBER	TRADE MARK	CLASS(ES)	GOODS/SERVICES
European Union	2608735		9, 16 & 41	<p>Class 9: Computer software and computer programmes, computer databases; recorded tapes, disks, cassettes, CD-roms and digital video disks; encoded cards, identity cards, cards bearing machine readable information, electronic publications in electronic form supplied on-line from a database or from facilities provided on the Internet or other networks (including web sites); photographic prints and transparencies.</p> <p>Class 16: Paper and paper articles, cardboard and cardboard articles, printed matter, printed publications, books, manuals, brochures, data sheets, newsletters, membership cards, calendars, diaries, stationery, instructional and teaching materials.</p> <p>Class 41: Educational, training and instructional services, tuition services, research and development services, publishing services; film, video and audio production; library services; arranging and conducting of conferences, seminars, symposia, workshops, exhibitions, educational visits, competitions; provision of conference, training and exhibition facilities, all of the foregoing relating to lyengar yoga; information, advisory and consultancy services relating to all the aforesaid services.</p>

ANNEX B

TRADE MARK USE GUIDELINES

NON EXCLUSIVE MASTER TRADE MARK LICENCE

TRADE MARKS OF GEETA AND PRASHANT IYENGAR

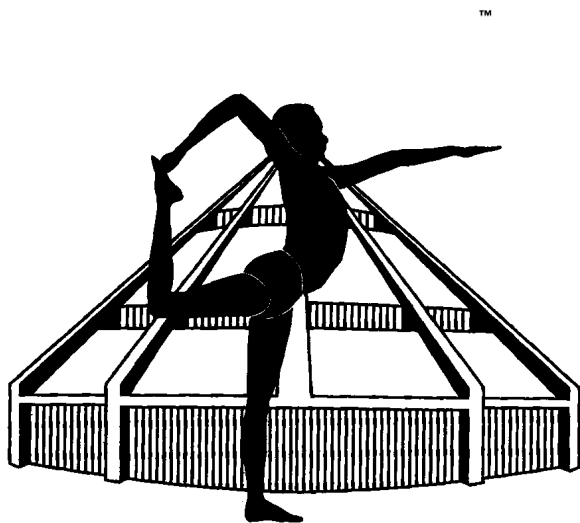
A. IYENGAR® - European Union Trade Mark No. 2708675

- i) Word to be used at all times in capitals, to stand out from surrounding text, to ensure that IYENGAR is seen as a trade mark.
- ii) In titles and headings, ® symbol to be used adjacent the IYENGAR name to indicate that IYENGAR is a registered trade mark. The ® symbol should only be used on or in respect of goods and services for which the Trade Mark is registered (as per Annex A).
- iii) Footnote to be added on printed publications as follows:-

® used with permission of Geeta and Prashant Iyengar, Trade Mark Owner.

B. STANDING FIGURE NATRAJASANA DEVICE – European Union Trade Mark No. 2608735

- i) Device to be used in black on a white or other plain coloured background and with the ™ indicator as shown below:-



- ii) Footnote to be added on printed publications as follows:-

™ used with permission of Geeta and Prashant Iyengar, Trade Mark Owner.

C. STANDING FIGURE NATRAJASANA DEVICE – European Union Trade Mark No. 2608735

- i) Device to be used in black on a white or other plain coloured background and with the TM indicator as shown below:-

TM



- ii) Any variation, such as colour reproduction, requires the permission of the Trade Mark owner.

- iii) Footnote to be added on printed publications as follows:-

® symbol used with permission of Geeta and Prashant Iyengar, Trade Mark Owner.

ANNEX C

ETHICAL GUIDELINES FOR IYENGAR YOGA TEACHERS

NON EXCLUSIVE MASTER TRADE MARK LICENCE

PUBLISHED WITH THANKS TO

**THE B.K.S. IYENGAR NATIONAL ASSOCIATION OF THE UNITED STATES:
ETHICAL GUIDELINES FOR IYENGAR YOGA TEACHERS adapted for use by IY(UK) to cover the
UK and Ireland.**

The formulation of these guidelines took into consideration the unique position of Iyengar Yoga Teachers. A position unique in that it was at the request of our teacher BKS Iyengar that the Yamas and Niyamas (in particular Ahimsa, Satya, Asteya, Bramacharya, Aparigraha and Sauca), along with current UK Law and social climate, be blended into a set of ethical GUIDELINES that are reasonable and yet set high standards for individual, social and professional conduct binding on all member teachers of the IY(UK).

I PROFESSIONAL ETHIC OF IYENGAR YOGA TEACHERS

Iyengar Yoga Teachers are dedicated to maintaining impeccable standards of professional competence and integrity.

- a) Iyengar Yoga Teachers dedicate themselves to studying, teaching, disseminating and promoting the art, science and philosophy of Yoga according to the teachings and philosophy of BKS Iyengar (Tapas).
- b) Iyengar Yoga Teachers seek to remain abreast of and continue their studies of the methods put forth by BKS Iyengar and family or indirectly by participation in IY(UK) activities and study with Iyengar Yoga Teachers certified at a higher level, i.e. the teacher-in-training should be at least one level below the teacher (Svadyaya).
- c) Iyengar Yoga Teachers endeavour to accurately represent their education, training and experience relevant to their teaching of Iyengar Yoga (Satya).
- d) When in an Iyengar classroom situation, Iyengar Yoga Teachers do not to mix the teachings of Iyengar Yoga with any other disciplines, e.g. medicine or psychotherapy, unless the teacher is separately qualified and legally licensed so to do. (Aparigraha)
- e) Iyengar Yoga Teachers strive not to be publicly critical of other Iyengar Yoga Teachers' character in their absence or of other systems of Yoga (Ahimsa).

f) Iyengar Yoga Teachers refrain from using the service mark. The use of this service mark is reserved for use by non-profit organisations composed of students and friends of BKS Iyengar who meet the criteria of I (a) and are approved for such usage by IY(UK) (Asteya).

II RESPONSIBILITY TO STUDENTS AND COMMUNITY - SOCIAL ETHICS

Iyengar Yoga Teachers are committed to enhancing the general health and welfare of their students and the community in which they live. This includes respecting the rights and opinions of their students and obeying local laws.

a) Iyengar Yoga Teachers embrace truthfulness in all dealings with their students and the community (Satya).

b) Iyengar Yoga Teachers welcome all students regardless of race, sex, gender, sexual orientation, financial status, national origin, or physical disability (skill level of teacher permitting) (Asteya).

c) Iyengar Yoga Teachers avoid all forms of sexual harassment of students and are honest in their intimate relationships (Ahimsa and Bramacharya).

d) Iyengar Yoga Teachers recognise the power differential between student and teacher and avoid exploiting the trust and potential dependency of such students (Ahimsa and Aparigraha). In the light of this power differential, Iyengar Yoga Teachers recognise the potential for dual relationships complicating/compromising the basic student-teacher relationship. A dual relationship exists when a student and teacher interact outside the context of the student-teacher relationship. Iyengar Yoga Teachers are especially vigilant and sensitive to potential complications when the dual relationship is intimate in nature.

e) When possible, Iyengar Yoga Teachers generously assist students in finding another Iyengar Teacher when the basic student-teacher relationship is compromised (Aparigraha).

f) Iyengar Yoga Teachers espouse the importance of being earnest and sincere in their efforts to avoid casual teaching (Tapas).

III PERSONAL RESPONSIBILITY OF IYENGAR YOGA TEACHERS - INDIVIDUAL ETHICS

Iyengar Yoga Teachers earnestly cultivate a level of purity in matters of personal habits and lifestyle (Sauca).

a) Iyengar Yoga Teachers maintain a clean and well groomed appearance (Sauca).

b) Iyengar Yoga Teachers dress in a modest manner in an Iyengar classroom situation (Sauca and Bramacharya).

c) Iyengar Yoga Teachers avoid abuse of substances such as drugs and alcohol (Sauca).

IV RESPONSIBILITY TO THE IY(UK) ETHICAL GUIDELINES

Iyengar Yoga Teachers find these IY(UK) Ethical Guidelines binding by virtue of their membership in the IY(UK).

a) The IY(UK) Ethical Guidelines are not exhaustive. The fact that a given conduct is not specifically addressed by the IY(UK) Ethical Guidelines does not mean that the conduct is necessarily ethical or unethical, Classical codes of conduct should be honoured and adhered to as well as UK Law.

b) Lack of familiarity with or misinterpretation of the IY(UK) Ethical GUIDELINES is not justification for unethical conduct.

c) Failure to cooperate in an ethics investigation or proceedings is a violation of the IY(UK) Ethical Guidelines.

d) Iyengar Yoga Teachers who are uncertain as to the meaning or content of the IY(UK) Ethical Guidelines as it relates to a particular situation shall contact the IY(UK) Ethics Committee for clarification before acting.

E2b How to use the Certification Mark logos

There are three logos currently being used within IY(UK):

1. The **Service Mark**: a silhouette of Guruji in Hanumanasana in front of RIMYI – in black and white.



The Service Mark can only be used by national associations. For IY(UK), this includes Member Groups (formerly called Institutes). Permission for a national association to use the Service Mark is obtained from Gloria Goldberg in the USA once a properly constituted organisation has obtained permission from RIMYI to represent Iyengar Yoga in that country.

The Service Mark cannot be used by Iyengar Yoga centres/studios, even although they have been granted permission to use the name Iyengar.

If IY(UK) wanted to work with another organisation to sponsor a yoga event, IY(UK) would be entitled to use the Service Mark to promote that event; but it cannot delegate the use of the Service Mark to another organisation or group of teachers.

2. The **IY(UK) logo**: the Service Mark in yellow and maroon.



Many years ago, Guruji gave permission for IY(UK) to use a coloured version of the Service Mark as its logo. This is the version that appears on IY(UK) emails, social media etc. The rules about the use of this logo are exactly the same as for the Service Mark.

3. The **Certification Mark**: a silhouette of Guruji in Natarajasana in front of RIMYI – in black and white.



The Certification Mark is for use by individual teachers. The shape, colour (black on a white background) and form of the logo is prescribed by the Master Licence agreement and cannot be altered, nor can writing be attached to it.

This logo cannot be used to promote a Member Group, or yoga centre/studio or event. However, the Certification Mark can be used collectively by certified Iyengar yoga teachers setting up a teaching event together, if all those teachers list their names and use the phrase Certified Iyengar Yoga Teacher or CIYT next to their names. This would enable one use of the Certification Mark adjacent to their names.

E2c Appeals procedure for refusal to grant or renew the Certification Mark or to terminate the right to use the Certification Mark for any reason other than failure to pay the annual sub-licence fee or membership subscription

If IY(UK) is not satisfied that the requirements as set out in the Sub-Licence Agreement (1 to 7) have been met, or that the statements contained in the Application for a Sub-Licence are complete or true, it shall so inform the Applicant. The Applicant may within twenty-one days after receiving the notice, by written notice to IY(UK), appeal to the Ethics and Appeals Committee (EA).

The EA will consider such submissions and supporting documentation as the Applicant and IY(UK) may submit and any further information which may be required relating to the

compliance of the Sub-Licensee with the terms of the Sub-Licence Agreement, or the status of the Sub-Licensee's certification as is relevant.

If, after consideration of all such information and after giving the Applicant an opportunity to be heard the EA decides that the Applicant does meet certification requirements and has complied with the terms of the Sub-Licence Agreement and/or that the statements contained in the Application for a Sub-Licence are complete and true then IY(UK) shall certify the Applicant as meeting the above requirements and invite the Applicant to enter into a Sub-Licence to use the Certification Mark.

If, having carried out the procedure outlined above, the EA decides that the Applicant does not meet the above requirements or that the statements contained in the Application for a Sub-Licence are not complete or true, the Applicant will be informed that he/she is not entitled to enter into a Sub-Licence to use the Certification Mark. The decision of the EAC is final; there will be no appeal from the decision of the EA.

On termination of the Sub-Licence to use the Certification Mark the terms of Paragraph 9 of the Sub-Licence Agreement shall be instituted.

Any Applicant refused the right to enter into a Sub-Licence under these procedures is entitled to make a future application. If the Applicant later complies with the above requirements at the date of such future application he/she will then be entitled to apply for a Sub-Licence in accordance with these Rules.

The Master Licensee is entitled to terminate any Sub-Licence in the event of any breach of the terms of the Agreement as set out in Paragraph 8 of the Sub-Licence Agreement but waives that right in favour of the above procedures.

Failure to pay the annual Sub-Licence fee or to pay the annual subscription for membership of IY(UK) shall not constitute a reason for an appeal against termination of a Sub-Licence.

E2b CM Renewal Form

E2c Appeals Procedure