

## Life Changing Retreat – Terms and Conditions

These are the Terms and Conditions that will apply to your booking on one of our Life Changing Retreats. Please read them carefully as you will be bound by them.

These Terms shall constitute the entire agreement between Vivace Retreats (a joint venture between Jules Whale t/a Jules Whale Life Coaching, Sam Dyer, and Noen Projects Ltd) and the Client.

By booking a retreat, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### BOOKING TRIPS & THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with Vivace Retreats, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when Vivace Retreats sends a confirmation email, and when you have completed the deposit payment.

Confirmation of your participation does not necessarily mean that your retreat is confirmed to run. Vivace Retreats asks that you refrain from purchasing non-refundable travel until you receive an email confirmation from the Vivace Retreats team. In order for our retreats to take place we require a minimum of 6 participants.

Please note that Vivace Retreats only offers retreats and related activities to those 18 years of age and over.

### DEPOSITS

For all advertised retreats and dates, a non-refundable deposit is required to complete your booking. Irrespective of whether you are paying in full or by instalments, your deposit amount is deemed to be £500 (five hundred pounds sterling).

If the final balance is not received by the due date, then your booking cannot be guaranteed, and Vivace Retreats reserves the right to cancel your booking and forfeit your deposit.

Please note deposits made on all bookings are non-refundable and non-creditable due to the requirement to purchase non-refundable and non-transferable essentials including but not limited to; accommodation reservations etc on your behalf to secure your spot on the retreat.

Deposit payments can be transferred to another retreat taking place within 18 months if you notify us 60 days or more before the retreat start date.

### REFUND / CANCELLATION

We understand that unexpected events can arise that can affect your plans.

If you cancel more than 60 days before the retreat start date, you may request a partial refund (less a cancellation fee equal to the deposit).

All retreat payments become non-refundable less than 30 days before the retreat start date.

### BALANCE TRANSFER

Full and partial retreat payments can be transferred to another retreat taking place within 18 months if you notify us 60 days or more before the retreat start date. There is a £200 deposit transfer fee associated with making this change and avoids incurring the cancellation fee. You may also transfer the balance to a friend if you let us know 60 days or more in advance. You may only transfer your retreat deposit one time.

### PRICING

All retreat prices shown are per person and are quoted and payable in GBP.

### MEDICAL CONDITIONS & SPECIAL REQUIREMENTS

The Client must inform Vivace Retreats on our registration form of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel, including medications you are currently taking that we should be aware of.

Vivace Retreats will do its best to meet special requests including dietary or physical limitations and yet such requests may not always be possible depending on the retreat, in which case Vivace Retreats reserves the right to refuse Clients with certain conditions.

Vivace Retreats will do its best to meet Client's special requests including dietary and yet such requests do not form part of the Contract and therefore Vivace Retreats is not liable for not providing these requests.

#### FINAL PAYMENTS

For all retreats, the payment of the FINAL balance of the retreat price is due 30 days prior to the retreat start date in the currency advertised. If a booking is made within less than 40 days, your deposit including full payment will be required at your initial sign up. If the final balance is not received by the due date and there is no concise reason as to why, Vivace Retreats reserves the right to treat the Client's booking as cancelled.

#### CANCELLATION OF A RETREAT BY THE CLIENT

Any cancellation by a Client must be made in writing (via email) and be acknowledged by Vivace Retreats in writing (via email).

Under no circumstances is your deposit refundable. Deposits are required to secure bookings.

Fees apart from the deposit can be refunded in special circumstances including:

- **Serious injury or illness of the client**
- **Serious injury or illness of close family member**

In the case of a natural disaster, Vivace Retreats applies to the "act of god" rule and no fees will be reversed.

#### CANCELLATION OF A RETREAT BY VIVACE RETREATS

Vivace Retreats reserves the right to cancel any retreat for any reason and yet will not cancel a retreat less than 30 days before the retreat start date except for unusual or unforeseen circumstances outside Vivace Retreats' control. When a retreat is cancelled by Vivace Retreats before the start date for any reason other than the fault of the Client, the Client can either:

Transfer their deposit to another retreat taking place within 18 months, or:

Receive a full refund of all monies paid under the contract as soon as possible.

Vivace Retreats is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as travel, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate retreat of a higher value than that originally booked, then the Client must pay the difference in price. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond Vivace Retreats' control, Vivace Retreats will in some circumstances offer compensation. Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation or meal offering.

#### CLAIMS & COMPLAINTS

If a Client has a complaint against Vivace Retreats the Client must first inform one of the Facilitators at the earliest opportunity to allow the grievance to be rectified. Failure to indicate dissatisfaction whilst on retreat will result in the Client's ability to claim compensation from Vivace Retreats being extinguished or at least reduced. If satisfaction is still not reached through these means on retreat then any further complaint must be put in writing within 30 days of the end of the retreat to: Vivace Retreats, Bayside Business Centre, Sovereign Business Park, 48 Willis Way, Poole, Dorset, BH15 3TB.

#### SUPPLIERS & INDEPENDENT CONTRACTORS

Hotels/accommodation, shuttle services, excursions or other elements of Vivace Retreats may be arranged by Vivace Retreats with local suppliers who may themselves engage the services of local operators and/or sub-contractors. Vivace Retreats will always endeavour to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. The liability of Vivace Retreats will not exceed that of any supplier. Vivace Retreats is not liable for independent contractors.

#### HEALTH & FITNESS

Vivace Retreats retreats should not be overly strenuous for people who are healthy and reasonably fit. If you (or anyone on whose behalf you are booking) are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking. If your health or fitness changes between the time of booking and your trip departure date, you must notify the Vivace Retreats office of these changes before the retreat starts.

#### PHOTOS, VIDEO AND CONTENT CREATION

During participation in a Vivace Retreats retreat, limited photos or video may be taken by facilitators and/or professional photographers. These images may be used in any Vivace Retreats promotional materials, website, all social media platforms, presentations etc, unless Clients specifically request in writing to Vivace Retreats to not use any material your image is depicted in. Otherwise, permission is granted to Vivace Retreats to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

#### RETREAT ITINERARY CHANGES

Vivace Retreats and its partners reserves the right to alter retreat programs and itineraries due to weather, road conditions or other circumstances. These programmes may be changed or cancelled at any moment due the trip to assure the safety of our clients and staff. No responsibility is accepted for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules or other similar causes. Vivace Retreats and its partners do not assume responsibility for accidents or deaths that can be traced to the participants' negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, war, or other similar causes.

#### DATA PROTECTION

To ensure that retreats run smoothly, Vivace Retreats need to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Clients to Vivace Retreats, and also pass on such information to other outfitters/guides or suppliers involved in the operation of the retreat. Vivace Retreats will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to outfitters or suppliers responsible for the retreat. By completing the Vivace Retreats booking, Clients consent to this information being transferred as required.

#### LIABILITY

Vivace Retreats is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Vivace Retreats and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which Vivace Retreats and/or the relevant supplier could not even with all due care have foreseen or forestalled. In the event that Vivace Retreats is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then Vivace Retreats limits its liability.

#### SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

#### SUCCESSORS & ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon Vivace Retreats and the Client and their respective heirs, legal personal representatives, successors and assigns.

#### APPLICABLE LAW

The Contract and these Terms and Conditions are subject to the laws of England, United Kingdom.

#### WAIVER OF BOOKING CONDITIONS

These Booking Terms and Conditions may only be waived or amended by written mutual consent. When a Client completes, submits and makes the payment for booking their place for a retreat, they agree to accept all these conditions, and when the booking is accepted, Vivace Retreats agrees to carry out the obligations as defined therein.

#### UPDATING OF TERMS & CONDITIONS

Vivace Retreats reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on the of Vivace Retreats' website.

**If you have any questions or concerns, please email us at [hello@vivaceretreats.com](mailto:hello@vivaceretreats.com)**