

Beyond Retreats

Booking Terms & Conditions

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 Beyond 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 Beyond Retreats sends a confirmation email and when you have completed the deposit payment.

A Beyond Retreats team member will contact you within 48 hours, regarding your completed registration to confirm your participation at the retreat.

Confirmation of your participation does not necessarily mean that your trip is confirmed to run. Beyond Retreats asks that you refrain from purchasing non-refundable travel until you receive an email confirmation from the Beyond Retreats staff. In order for our retreats to take place we require a minimum of 10 participants.

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

DEPOSIT

For all advertised retreats and dates, a non-refundable deposit per person plus submission of our online booking form is required to complete your booking.

You may book a retreat with a deposit (down payment) until 40 days prior to the retreat start date, after which full payment is required to secure your spot (if any are still available).

The remaining balance of your retreat payment is due 40 days before the retreat begins. We will notify you of the balance due date after your deposit has been processed.

If the final balance is not received by the due date, then your booking cannot be guaranteed and Beyond 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.

We accept payments by Bank Transfer, PayPal or Credit Cards (Visa, Master card/Maestro)

We DO NOT keep your credit card on file. When we send over an invoice, you must re-enter your credit card information.

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 60 days before the retreat start date.

PRICING

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

Beyond Retreats is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

Not included in the price of your travel arrangement is flights, transport, travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your retreat arrangements. Additionally, any items or services purchased during a retreat are not included in the cost of your travel arrangement unless specifically stated.

MEDICAL CONDITIONS & SPECIAL REQUIREMENTS

The Client must inform Beyond 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. Failure to notify us may result in the Client being refused certain activities

during the retreat at the Client's own expense. Some retreats may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions, please email if you have concerns.

It is absolutely vital that you are accurate with your fitness level and medical conditions for your own safety.

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

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

As a client, you **MUST** carry medical insurance. Medical facilities vary from country to country and Beyond Retreats will do its absolute best to bring you to a proper medical facility as needed, but makes no representations and gives no warranties in relation to the standard of such treatment.

FINAL PAYMENTS

For all retreats, the payment of the FINAL balance of the retreat price is due 40 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. We **DO NOT** accept sign-ups less than 30 days prior to retreat start date.

We break down payments into 2 standardly for most retreats.

If the final balance is not received by the due date and there is no concise reason as to why, Beyond Retreats reserves the right to treat the Client's booking as cancelled.

Please ensure Beyond Retreats is on your contact list so our emails don't go to your junk folder!

CANCELLATION OF A RETREAT BY THE CLIENT

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

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

If you cancel and you have made additional payments to your deposit, your full balance can be rolled over to another date of your same trip within one calendar year. If your trip is not offered again, you can switch locations and fees can be transferred.

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, Beyond Retreats applies to the "act of god" rule and no fees will be reversed.

CANCELLATION OF A RETREAT BY BEYOND RETREATS

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

Transfer their deposit to another retreat taking place within one calendar year, or:

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

Beyond Retreats is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

Beyond Retreats reserves the right to alter the prices of any of the travel arrangements shown on our website. You will be advised of the current price of the travel arrangement you wish to book before your contract is confirmed.

Unless stated otherwise, the price of your travel arrangement includes each and all of the component parts described within your booking confirmation invoice.

Not included in the price of your travel arrangement is flights, transport, travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your retreat arrangements. Additionally, any items or services purchased during a retreat are not included in the cost of your travel arrangement unless specifically stated.

AIRFARE

All Beyond Retreats retreats do not include national or international airfare. Beyond Retreats strongly recommends you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

TRAVEL & HEALTH INSURANCE

Beyond Retreats recommends Clients obtain travel medical insurance. This insurance must cover personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance and repatriation.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client during travel. Beyond Retreats shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a train, bus, or other mode of transportation, publicly owned or operated by Beyond Retreats or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. Beyond Retreats cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Beyond Retreats such as hotels, huts, expedition vehicles, or any other mode of transportation.

The Client acknowledges that the cost of Beyond Retreats retreat do not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

EVACUATION PROCEDURES AND COSTS

Beyond Retreats Retreat Leaders, local guides or other representatives decisions will at all times be final on all matters likely to affect the safety and well-being of the trip. We reserve the right to prohibit any traveler from continuing on a trip with no right of refund if, in our opinion, that traveler's actions pose a threat to the safety of others, to the wildlife, themselves, or if the traveler's actions and/or behaviors are harming the enjoyment of the trip for others.

Evacuations costs are to be covered by the person being evacuated.

TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure and travel to retreat destinations (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the retreat and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by Beyond Retreats regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client and Beyond Retreats is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

Retreat Details: To expedite the obtaining of travel documents and flight bookings please note that all international trip-related documents such as Retreat Planning Guides will be sent via email

once the trip is confirmed to run. Beyond Retreats will aim to confirm trips within a reasonable timeframe.

CLAIMS & COMPLAINTS

If a Client has a complaint against Beyond Retreats, the Client must first inform the Retreat Leader or guide at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the Beyond Retreats Chief of Operations whilst on retreat so that Beyond Retreats is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on retreat will result in the Client's ability to claim compensation from Beyond 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 to Beyond Retreats within 30 days of the end of the trip.

CLIENT RESPONSIBILITY

The Client acknowledges he or she may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in their daily life. By booking travel with Beyond Retreats, the Client acknowledges they have considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges, and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact

prior to embarkation with their local embassy or consulate at the trip destination.

SUPPLIERS & INDEPENDENT CONTRACTORS

Hotels/accommodation, shuttle services, excursions or other elements of Beyond Retreats may be arranged by Beyond Retreats with local suppliers who may themselves engage the services of local operators and/or sub-contractors. Beyond Retreats will at all times endeavour to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of Beyond Retreats will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither Beyond Retreats nor any carrier is liable for independent contractors.

SAFETY & TRIP ENJOYMENT

We take your safety and well-being very seriously, which is why we partner with trained professionals for our all of domestic and international retreats. However, you are ultimately responsible for your safety, which is why we ask all retreat participants to sign a liability waiver before departure. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by the Beyond Retreats Retreat Leaders and/or Local Guides and instructions given by them.

Beyond Retreats reserves the right to prohibit any Client from continuing on a trip with no right of refund if, in our opinion, that Client's actions pose a threat to the safety of them, others, or

to the wildlife, or if that Client's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others. The decision of the Beyond Retreats Retreat Leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip. All Clients must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and Soul & Trail will not accept responsibility or liability for any Client who contravenes any laws or other regulations of any country visited.

HEALTH & FITNESS

Most Beyond Retreats trips 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 Beyond Retreats office of these changes before the retreat starts.

PHOTOS, VIDEO AND CONTENT CREATION

In the course of participation in a Soul & Trail retreat, photos or video may be taken by participants, guides and professional photographers. These images may be used in any Beyond Retreats promotional materials, website, all social media platforms (i.e. Instagram), etc., unless Clients specifically request to the photographer or in writing to Beyond Retreats, to not use any material your image is depicted in. Otherwise, permission is granted to Beyond Retreats to perpetual, royalty-free, worldwide,

irrevocable license to use such images for publicity and promotional purposes.

RETREAT ITINERARY CHANGES

Beyond Retreats and its partners reserves the right to alter retreat programs and itineraries due to weather, road conditions or other circumstances. These programs 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. Beyond 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, ware or other similar causes.

DATA PROTECTION

To ensure that retreats run smoothly, Beyond Retreats need to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Clients to Beyond Retreats and also pass on such information to other outfitters/guides or suppliers involved in the operation of the retreat. Beyond 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 Beyond Retreats Retreat Booking Form, Clients consent to this information being transferred as required.

LIABILITY

Beyond 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 Beyond 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 Beyond Retreats and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that Beyond 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 Beyond Retreats limits its liability.

ACCEPTANCE OF RISK

The Client acknowledges that the nature of the retreat is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Beyond Retreats from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. At the time of payment, the Client is required to sign Beyond Retreats **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**. Please read carefully.

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 Beyond Retreats and the Client and their respective heirs, legal personal representatives, successors and assigns.

TO HAVE A REGISTRATION NUMBER

APPLICABLE LAW

The Contract and these Terms and Conditions are subject to the laws of EU Law.

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, Beyond Retreats agrees to carry out the obligations as defined therein.

UPDATING OF TERMS & CONDITIONS

Beyond 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 Beyond Retreats website.

If you have any questions or concerns, please email us at enquires@beyond-retreats.com