

## **Terms & conditions**

Please read and understand our Terms & Conditions detailed below before booking a retreat event with **Marina Gourneli / Susi Lodola** . When booking with **Marina Gourneli / Susi Lodola** , you will be required to confirm your agreement to these Terms & Conditions as part of the booking process.

### **1- YOUR BOOKING IS A CONTRACT**

When you (sometimes referred to as a “retreat host” or a “client”) book an event with **Marina Gourneli / Susi Lodola** (sometimes referred to as “we” or “us”), you will be deemed to have agreed to these Terms & Conditions. Moreover, your booking, together with (a) these Terms & Conditions and (b) the details regarding the event for your chosen destination as listed on our website (collectively, the “Agreement”) will constitute a legally binding contract between you and us. The person making the booking (“retreat host”) must be at least 18 years of age and authorised to do so.

### **2- DEPOSIT**

To confirm your booking with us, you will be required to pay a deposit of 30%. Full payment is required by 30<sup>st</sup> July 2023.

### **3- CANCELLATION BY THE PARTICIPANT**

If you wish to cancel your participation, you may do so up until 30<sup>th</sup> May with full refund.

After that date, your cancellation fee will be as follows:

50% of your deposit if cancellation is between 31<sup>st</sup> May and 30<sup>th</sup> July 2023

100% if you cancel after 30<sup>th</sup> July, your cancellation fee is 100%.

Bookings for all events are non-transferable unless you find a replacement. We strongly recommend that you purchase travel insurance.

Receipt will be issued and the balance of the price of your event must be paid by the date shown in it. However, if your booking is made within 60 days of the event start date then the full amount is payable at the time of booking.

### **4- FINAL PAYMENT**

Payment of the balance of the event is 30<sup>th</sup> July 2023. If the balance is not paid on or before the due date, we reserve the right to treat your booking as cancelled.

### **5- TRAVEL DOCUMENTS (PASSPORT, VISAS, ETC)**

For events outside the European Union, you must carry a valid passport and have obtained all other required travel documents (visas, permits, certificates etc.) for the country(ies) you will visit during your event. For many countries, your passport must be valid for at least 6 months beyond the duration of the event; please make sure to research the applicable passport requirements for each country you plan to visit. It is your responsibility to ensure that you are in possession of all such required travel documents for your trip.

We are not responsible if you are refused entry to a country because you lack the correct travel documents.

## **6- YOUR DETAILS**

To confirm your booking, you must provide us with certain personal information. The precise information may vary from event to event, but the types of information we may require include, i.example: Full name (as it appears on passport) Passport number Copy of passport photo page Date of Birth

## **7- WHAT'S INCLUDED IN THE EVENT'S FORMAT PRICE**

The price includes:

All accommodations as listed on our website under "What's Included"

All meals as listed on our website under "What's Included"

Ground transfers to the retreat location as described on our website under "What's Included" and those additional items listed on our website under "What's Included"

Final confirmation of "What's Included" will be provided in the confirmation email.

## **8- WHAT'S EXCLUDED IN THE EVENT'S PRICE**

The price does not include:

Flights/Airfare to the starting point of your event Excess baggage charges

Travel documents fees(passport, visas, etc.)

Travel insurance

Alcoholic beverages

Optional Activities

Gratuities

Personal expenses

Meals that are not listed under "What's Not Included"

Any other items listed on our website under "What's Not Included"

Optional Activities

Optional activities (other than excursions which are listed on our website as "Included") are not included in the event's price, and do not form part of the event or this Agreement.

You acknowledge that any extra optional activity arranged or provided by a local representative does not render us liable for them.

## **9- CANCELLATION BY Marina Gourneli / Susi Lodola**

We reserve the right to cancel any event at any time up to (and including) the 61st day before the scheduled event start date. In this scenario, the client will receive a complete refund of all monies paid to **Marina Gourneli / Susi Lodola** minus bank transfers costs. In addition, we reserve the right to cancel any event at any time if, due to natural disaster, political instability or other disruptions and/or circumstances beyond our control ("force majeure circumstances"), the operating of the event would be unsafe or otherwise unviable. In the scenario an event is cancelled due to a force majeure circumstance, the client will receive a refund equal to the monies paid to **Marina Gourneli / Susi Lodola** less any costs incurred by **Marina Gourneli / Susi Lodola** which are not recoverable and minus bank transfers costs. We strongly recommend that you purchase travel insurance.

## **10- DISCRETION TO REJECT BOOKINGS OR DENY PARTICIPATION**

Experience Retreats reserves the right, in the exercise of its discretion and judgment, to reject any client booking and/or to deny participation by any client in an event at any time prior to the start date, if we believe that a client poses a risk to the property or external suppliers. If a host booking is rejected, then that host will receive a full refund of all monies paid to **Marina Gourneli / Susi Lodola** for that event minus bank transfers costs. Furthermore, each yoga instructor leading an event also has the authority, in the exercise of his/her discretion and judgment, to deny participation to any of their guests, if the instructor believes the client's continued participation will be disruptive to the overall experience, to the other clients and/or to property or suppliers. If a client is denied participation after the event's start date, it is up to the host to deal with the matter and refunds if so.

## **11- SUPPLIERS**

Accommodation, shuttle services or other constituent elements of the event will be arranged by **Marina Gourneli / Susi Lodola** with suppliers local to the regions in which we curate the events, who may themselves engage the services of other local operators and/or sub-contractors. **Marina Gourneli / Susi Lodola** will at all times endeavour to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into these Terms, and the retreat host assents to those terms and conditions and the limitations and obligations contained therein. These may limit or exclude liability of the supplier. The liability of **Marina Gourneli / Susi Lodola** will not exceed that of any supplier. All suppliers will be selected and assessed by **Marina Gourneli / Susi Lodola** in reference to local laws and regulations in the relevant country of operation. **Marina Gourneli / Susi Lodola** will not be liable for the acts or omissions of any independent contractors.

## **12- ITINERARIES**

The itinerary listed for each event represents a general plan for that event (including the day-by-day schedule of activities). However, you acknowledge and accept that you will structure your days in the retreat according to your class dynamics and retreat ethos and will only stick to what third party suppliers have agreed in terms of activity timings, etc. Sometimes circumstances may arise which result in changes to the listed itinerary and you will work accordingly with suppliers or coordinators to re-schedule your retreat plan. These changes may include, without limitation, delays and/or partial or complete changes in the following: the itinerary, quality or location of lodging, modes or quality of transportation, etc. You understand and agree that: (i) **Marina Gourneli / Susi Lodola** and/or its designees may make last-minute or on-site decisions to address changed circumstances, (ii) Experience Retreats does not guarantee conformity with any itineraries that have been published or furnished to you or any other clients, and (iii) **Marina Gourneli / Susi Lodola** reserves the right to change the itinerary with or without notice to you.

## **13- WEBSITE, BROCHURES AND ADVERTISING**

The information provided in our website, brochures and advertising materials is of the best of our knowledge and we believe it is correct at the time of publishing. Occasionally errors

may occur and information may change so you must therefore check all the details of each venue and suppliers at the time of booking.

#### **14- TRAVEL INSURANCE**

**Marina Gourneli / Susi Lodola** strongly advises all clients to purchase travel insurance in connection with the event to cover sickness, cancellation or curtailment. While the coverage provided by travel insurance varies based on the policy you purchase, as a general rule, this type of insurance may provide coverage for a variety of losses which a client may incur relating to a booking, including losses relating to trip cancellation, illness, injury, theft, lost or damaged property, etc. Be aware that, except for the limited refund rights outlined in Sections 10, 11 and 12 above for various cancellation scenarios, each client is 100% responsible for any losses, penalties, fees or other financial consequences arising out of any booking or trip, or the cancellation or interruption of any event (including, i.example, costs related to airline tickets and fees, passport fees, visa fees, medical expenses, etc.). For all of these reasons, we urge you to purchase travel insurance promptly following booking of the event. If you are a yoga teacher it is also a condition of booking that you are insured to cover to your teaching.

#### **15- PHOTOS AND MARKETING**

With respect to still photos and/or video footage from the event which include(s) your image and/or name, you irrevocably grant us the right to use those photos and/or footage for marketing and promotional purposes (including, without limitation, on our website, in advertisements, marketing materials and/or on our social media platforms), on a royalty-free basis, throughout the world and in perpetuity. With respect to any still photos and/or video footage from the event which were shot by you and posted on Facebook, Instagram, Twitter or any other social media platform, you irrevocably grant us the right to re-post those photos and/or footage on Facebook, Instagram, Twitter or any other such social media platform, on a royalty-free basis, throughout the world and in perpetuity. We will use good faith efforts to credit you as the source of any such photos or footage that we re-post; but our failure to do so will not be a breach of these Terms & Conditions or invalidate the foregoing grant of rights. If you notify us of our failure to credit you, we will remedy that failure as promptly as practicable, in a reasonable manner (which may include the addition of credit, or the take-down of the applicable photo or footage), following receipt of your notice.

**16- ALCOHOL | DRUGS POLICY** Guests should not practice yoga under the influence of alcohol, drugs, or both, and doing so will result in immediate dismissal of the event, with no refund being issued.

#### **17- THIRD PARTY OPERATORS ARE INDEPENDENT CONTRACTORS**

**Marina Gourneli / Susi Lodola** does not own, operate or control any person or entity that provides any goods or services for your event ("Third Party Operators"), including any lodging facilities, airline, ground or water transportation, tour operator, food service provider, etc. Rather, we contract with Third Party Operators to provide all goods and services for your event; and you understand that all Third Party Operators are independent contractor(s), and not affiliates or employees of **Marina Gourneli / Susi Lodola**. In selecting Third Party Operators, we do our best to seek out reliable suppliers and contractors to provide the necessary travel-related goods and and services.

Accordingly, in the absence of gross negligence by the **Marina Gourneli / Susi Lodola**, you understand and agree that **Marina Gourneli / Susi Lodola** shall not have any responsibility or liability for any acts or omissions of any Third Party Operators in connection with your event. Without limiting the foregoing, we will not be liable for any direct, indirect, consequential or incidental damage, liability, injury, loss cost or expense you may incur (including any claim relating to personal injury, illness, death, property damage or loss, delay or other inconvenience) arising out of or by reason of the acts or omissions of any Third Party Operator.

### **18- ASSUMPTION OF RISK**

**Marina Gourneli / Susi Lodola** is dedicated to providing a safe environment for all clients who participate on our events. However, you must take responsibility for your own behaviour and safety. Furthermore, you understand and assume the risks and hazards inherent in travel. These risks and hazards may include, without limitation, delays, illness, injury, death or other unanticipated happenings, and may be caused by force majeure circumstances, the negligence of **Marina Gourneli / Susi Lodola** or other persons (including third party operators), the intentional and/or criminal conduct of others or other circumstances. Certain locations are remote and require additional travel time away from city centres and towns; as such, medical attention may not always be readily available or may be of inferior quality compared to what is available at home. Also, you may be visiting places where the political, cultural and geographical environment is very different than where you live, and in some cases, these differences may present increased risks and/or challenges. We use reasonably available information from government Foreign Travel Advise, applicable foreign governments and reports from our contacts in planning each events itinerary, and assessing the viability of each events itinerary as the start date approaches. However, it is your responsibility to acquaint yourself with all available and relevant travel information for your destination and the nature of your itinerary. You acknowledge and agree that your decision to travel is made after having considered this information, and you expressly assume the personal risks involved with such travel.

### **19- WAIVER OF LIABILITY AND RELEASE**

You acknowledge and agree that **Marina Gourneli / Susi Lodola** and its affiliates, subsidiaries, officers, directors, shareholders, members, employees, successors and assigns (collectively, the "Retreat Parties") shall not be liable for any direct, indirect, consequential or incidental damage, liability, injury, loss, cost or expense you may incur (including any claim relating to personal injury, illness, death, property damage or loss, delay or other inconvenience) arising out of or by reason of (i) the acts or omissions of any Third Party Operator or (ii) the negligence of any of the Retreat Parties or (iii) any acts or omissions of any other parties or (iv) force majeure circumstances. You release the Retreat Parties from any and all claims, liabilities, losses, expenses, damages, demands, actions, causes of action, lawsuits or sums of money of any kind arising out of, by reason of, resulting from and/or related to any trip you may book and/or participate in; and you understand and acknowledge that you are fully responsible for and expressly assume any and all risks, whether known or unknown, in connection therewith.

### **20- PRIVACY POLICY & DATA PROTECTION**

Any personal information that we collect about you may be used for any purpose associated with the operation of an event or to send you marketing material in relation to our events creation and special offers. On occasion, it may be mandatory for us to disclose information for security and terrorism purposes and any other purpose imposed upon us

by governments or other regulatory authorities. We may disclose this information to companies which act as data processors on our behalf. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree with our use of your information, we cannot accept your booking. We will collect the name and telephone number of an emergency contact for you prior to every yoga retreat. We will use this information and contact this person only for emergency reasons. We may disclose this person's name and telephone number to third parties such as villa managers, our yoga teachers, or medical professionals if needed in an emergency. By giving us this information, you consent to this disclosure. We will collect your contact details via the Contact Us form, Booking form on our website or the one provided by one of our partners, as well as from enquiry emails sent to us directly and Newsletter sign-up requests. By giving us your contact details, you agree that from time to time, we may contact you with information about special offers or future yoga retreat packages. If you do not wish to receive such information, please notify us. We will use your mobile number for a potential Whatsapp group that we might create at the start of the yoga holiday to communicate with everyone in the group. You agree to have your mobile number shared with other participants of the yoga group as well as with the yoga retreat organiser and with the yoga teacher. We will not share your contact information with any third-party agencies for marketing solicitation purposes. You have the right to ask us in writing for a Data Access Request Form to obtain a copy of the information we hold about you. You will be charged a fee for this. Any request should be addressed to us via email to [revivemidlife@gmail.com](mailto:revivemidlife@gmail.com)

## **21- JURISDICTION**

This agreement shall be construed in accordance with the laws of Ireland shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

## **22- CHANGES TO THESE TERMS AND CONDITIONS**

We may need to make changes to these terms and conditions from time to time. Any changes can only be made by us and not any third party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.

## **Retreat Cancellation, Payment and Refund Policies**

### **Cancellation due to external circumstances:**

If we are forced to postpone or cancel your retreat due to a significant event that makes it infeasible to operate the retreat as planned (including, but not limited to, natural disasters, manmade disasters, COVID-19, other diseases/pandemics, travel restrictions, etc.) we will make every effort to refund any balance of payments made.

In some circumstances, we will have incurred non-refundable costs from our venues, tour and travel providers. In those cases, we will offer credit towards a future retreat that is the equivalent value of the credit that we receive from these providers. Credit must be used within 12 months of the trip cancellation.

We are not responsible for airline tickets, insurance coverage, non-refundable hotel reservations or any other travel related goods and services purchased directly by passengers.

#### Cancellation due to too few participants:

In the unlikely event that we do cancel a retreat due to low attendance, we will refund you all deposits and any payments made.

#### **Participant Cancellation:**

If you cancel your participation in a retreat for any reason, the cancellation policy below will apply, with no exceptions.

There will be no refunds or discounts for:

- Arriving late
- Leaving early
- Flight cancellations
- Travel Delays
- Illness

We know life happens and we wish we could compensate our travellers for unforeseen circumstances, but please understand that we have costs incurred when reserving retreat centers and booking private tours. We have designed our cancellation policy to be as compassionate as possible in case your plans change, but to protect yourself, we strongly encourage you to purchase travel insurance (see below for suggestions).

#### **Changes to Travel:**

We will make every effort to operate all retreats as advertised. We reserve the right to alter or cancel the retreat or make reasonable substitutions as deemed necessary. In the event of cancellation, our liability, if any, shall be limited to and liquidated by refund or credit to each prospective participant.

#### **Travel Insurance**

We strongly recommend travel insurance so that you are covered if an emergency prevents you from arriving at the retreat on the start date. We do not offer any refunds for any reason, as we are liable to our vendors for full payment, whether or not you attend the retreat. For travel insurance, you can check with your credit card company, your insurance company, or use a website to find the insurance that is right for you.

### **Liability Waiver**

I am voluntarily participating in physical exercise that can be strenuous and subject to risk during a Yoga Retreat. **Marina Gourneli / Susi Lodola** advises you to obtain a physical examination from a doctor before beginning any exercise or training program. You agree

that by participating in these physical exercise sessions or personal training activities, is at your own risk. I recognize that exercise is not without some risk to the musculoskeletal system (e.g. sprain, strain) and cardiorespiratory system (e.g. dizziness, fainting, abnormal heartbeat, discomfort in breathing, abnormal blood pressure response, and in rare instances, heart attack or stroke). I acknowledge that not all risks can be known in advance. I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity. I HEREBY release and forever discharge **Marina Gourneli / Susi Lodola**, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity. I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney fees and any related costs. I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize **Marina Gourneli / Susi Lodola** to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment, field or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness. Both participant and **Marina Gourneli / Susi Lodola** agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted altering or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

#### **October 2023 Photo/Video Release:**

I hereby grant the **Marina Gourneli / Susi Lodola** permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the **Marina Gourneli / Susi Lodola** and will not be returned. I hereby irrevocably authorize the **Marina Gourneli / Susi Lodola** to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge the **Marina Gourneli / Susi Lodola** from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.



**No smoking and no drug policy**

Our wellness retreats are intended to help optimize our participants' health. As such, we foster a smoke and drug free environment throughout the retreat experience. This policy covers all rooms, common areas and grounds of the resort property and includes any off site group activities, side trips, excursions and tours. Smoking (inhaling, exhaling, burning, vaping, or carrying any lighted cigarette, cigar, cartridge, pipe or any other device containing tobacco, oil/liquid, leaf, weed, plant or other products) is strictly prohibited. Our drug free policy bans the recreational use of illegal drugs at all times.

**I HAVE READ AND UNDERSTOOD THE ABOVE POLICY.**

I acknowledge and agree to the above stated terms.

**Name \***

First Name

Last Name

Phone Number \*

**Email \***

Are you 18 years or older? \*

Signature \*

Date \*