

MENORCAN RETREATS

TERMS AND CONDITIONS OF SERVICE

All participants must be aware of these and accept the risks associated with these activities. Personal Accident and Cancellation Insurance is highly recommended.

1) INTERPRETATION AND DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Booking” - A Booking made by the client to attend a Menorcan Retreats Retreat. This Booking is made directly on the www.menorcanretreats.com website.

“Contract” - Contract between the Client and Menorcan Retreats under which the Services are to be provided by Menorcan Retreats to the Client

“Client” – Person or company who makes a Booking with Menorcan Retreats. All individuals to whom the Services are provided by Menorcan Retreats must be a minimum age of 18 years.

“Deposit” - An amount equal to £597.

“Fee” - The total cost of the Menorcan Retreats holiday. This will vary on the room type and your chosen Retreat.

“Force Majeure” - Any act, event, omission or accident beyond Menorcan Retreats reasonable control including, but not limited to, Act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or subcontractors, strikes, lock-outs or other industrial disputes, failure of utility service or transport network.

“Major Change” - A change by Menorcan Retreats to the date, location or over 80% of the content of the Services.

“Menorcan Retreats” – Any Retreat run by SMART Promotions Ltd.

“Menorcan Retreats Practitioners” – Jess and Tom Dyer of SMART Promotions Ltd.



“Recordings” - Photographs, videos or any other visual recordings taken of the Clients during the provision of the Services.

“Services” - The services provided by Menorcan Retreats to the Client under the terms of the Contract and “Service” shall be construed accordingly.

“Third Party Retreats Practitioners” – Including but not limited to nutritionists, personal trainers, yoga instructors or meditation leaders not employed by SMART Promotions Ltd.

Wording importing the singular meaning shall include the plural meaning and vice versa.

All wording within the Booking conditions is generalised and reference to any gender includes the other genders.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2) ACCEPTANCE

- a) A Contract for the activity and / or service is made between Menorcan Retreats and the Client on the issue of written confirmation of Booking by Menorcan Retreats.
- b) The Contract is subject to these Booking conditions which the Client has been deemed to have read and fully understood. These Booking conditions can only be varied by written agreement between Menorcan Retreats and the Client.
- c) No verbal representations made by Menorcan Retreats shall be relied upon by the Client.

3) BOOKING

- a) To place a booking, Menorcan Retreats require a £597 per person non-refundable Deposit. All bookings must be made via the website; prior to booking the website refers the Client to review the Terms & Conditions, therefore any Client who has booked through the website will be deemed to have read and agreed to these condition. All bookings are provisional and are only confirmed once the Deposit has cleared in Menorcan Retreat’s bank.
- b) Menorcan Retreats reserves the right to decline any Booking at their discretion.



4) FEE AND PAYMENT TERMS

- a) The fee payable at the time of booking shall include the planning, organising and delivery of the proposed activity and /or service.
- b) Once the Deposit has been paid by the Client and cleared, a contract is formed for the agreed programme to be delivered. If the Client wishes to alter any aspect of the programme additional reasonable costs may be levied by Menorcan Retreats at their discretion.
- c) The balance of the fee is payable 8 weeks before commencement of the event unless agreed otherwise on confirmation of booking. In the event the balance is not paid on time, Menorcan Retreats will have the discretion to treat the Booking as cancelled by the Client and re-sell the place. In such an instance, Menorcan Retreats will retain the non-refundable deposit.
- d) The entire fee is required to secure a place for any Booking made within eight weeks of the commencement of the Retreat.

5) RESPONSIBILITIES OF THE CLIENT

- a) The Fee includes airport pickup and travel to the Menorcan Retreats Villa. The Client is responsible to be at the indicated pick up point at the airport, or otherwise indicated location, for the indicated time. Lateness will require the Client to find their own transport to the retreat villa at the Client's own cost.
- b) The Client is responsible for their own personal medical requirements, clothing and footwear for the duration of the activity and / or service unless otherwise agreed in writing with Menorcan Retreats. See the Kit List which will be made available to all Clients on booking.
- c) It is the Client's responsibility to inform Menorcan Retreats in writing of any health issues that may make them unsuitable to participate in the activity and or service agreed. Failure to disclose any serious illness, injury or high dose of medication will allow Menorcan Retreats to reserve the right to refuse the Client to partake in strenuous exercise. Such information may result in Menorcan Retreats terminating the Contract and withdrawing the Client from the activity and / or services without refund, notwithstanding condition 8.

6) VARIATIONS AND AMENDMENTS

- a) Menorcan Retreats reserves the right to change any price or other particulars of the Services before the Deposit is paid.
- b) If there is a Major Change, Menorcan Retreats shall notify the Client forthwith. Menorcan Retreats shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances, an



alternative date, or a full refund. Please note, Menorcan Retreats will not be liable for any losses incurred in terms of flight or travel paid for independently by the Client.

- c) If there is any other change, other than a Major Change, Menorcan Retreats is not obliged to inform the Client in advance or obliged to pay any compensation.

7) CANCELLATION BY THE CLIENT

- a) If the Client wishes to cancel the Contract they must advise Menorcan Retreats in writing via email to hello@menorcanretreats.com. Menorcan Retreats may be able to offer the Client an alternative Retreat depending on their Retreat schedule, but this is at their discretion and may not always be possible.
- b) If a Booking is cancelled less than 8 weeks or 56 days before the event, 100% fee is kept.
- c) If a Booking is cancelled more than 8 weeks or 56 days before the event, only the Deposit is retained and any other Fees paid, will be refunded in full.
- d) The Deposit of £597 is non-refundable except in the event of a Major Change, Force Majeure or cancellation by Menorcan Retreats. This does not affect your statutory rights.

8) CANCELLATIONS BY MENORCAN RETREATS

Menorcan Retreats will always endeavour to fulfill confirmed bookings however, they reserve the right to cancel. In the event that Menorcan Retreats cancels a Booking prior to the commencement of the activity and / or services, the Client will be offered an alternative date, or a full refund including the Deposit.

9) ASSIGNMENT

- a) The Contract may be assigned by the Client to a third party subject at all times to condition 2.
- b) The Client is unable to assign or transfer the Contract to a third party without the prior written consent of Menorcan Retreats. If the client wishes to assign their Contract, he or she must give notice in writing providing the full name and address and contact details of the third party. This information should be sent to hello@menorcanretreats.com. Menorcan Retreats shall then advise in writing as to whether it consents to the assignment as soon as is reasonably practicable. Menorcan Retreats reserves the right to refuse an assignment to a third party at any time without reason. If subsequently a Client has to cancel due to Menorcan Retreats refusing the assignment to a third party then the cancellation charges in condition 7 shall apply.



- c) Menorcan Retreats may assign or sub-contract to any third party the performance of any of its obligations under the Contract without consent of the Client.

10) SERVICES

- a) Menorcan Retreats reserves the right to alter the content of the Services at any time without notice to the Client due to certain factors including, but not limited to, the weather and physical fitness of the Client.
- b) Any information on our Services published by Menorcan Retreats in any form is designed for illustrative purposes only.
- c) If the Client elects not to participate in any part of the Services being provided, Menorcan Retreats has no obligation to provide an alternative activity or service and the Client will not be entitled to a refund.
- d) If Menorcan Retreats believes a Client's health or safety is at risk or a Client has failed to disclose any relevant health information in accordance with condition 3, Menorcan Retreats may, at its absolute discretion, make decisions affecting the Client and where necessary may terminate the Contract immediately without refund.
- e) The Client must refrain from any illegal act or any conduct which may give offence or cause danger or damage to any person. If Menorcan Retreats or any of its staff, consultants or agents, become aware of any such action, then Menorcan Retreats or any of its suppliers may at their absolute discretion have them immediately extracted from any property or facility without refund. Menorcan Retreats will have no liability to the Client in such circumstances.

11) COMPLAINTS

If there is a problem during the Services, the Client should report it in the first instance to the Menorcan Retreats Practitioner or Manager. In the unlikely event that the problem is not resolved and the Client wishes to make a formal complaint then the Client should do so in writing to the Director (Tom Dyer) of SMART Promotions Ltd. by emailing hello@menorcanretreats.com within 28 days of the end of the Service.

The complaint must fully set out all relevant details including how the Client would like to be contacted concerning the complaint i.e. by phone or email. The Director will endeavor to respond to any formal complaint within 14 days and will seek to agree a resolution that is acceptable to both parties.



Failure to serve notice of the complaint in accordance with the above will preclude the Client from being entitled to take any further action against Menorcan Retreats.

12) LIABILITY

- a) None of the exclusions and limitations in these conditions are intended to limit any rights the Client may have under statute or common law which may not be excluded; nor in any way to exclude or limit liability to you for personal injury or death resulting from Menorcan Retreats or that of its employees or agents; or for any liability incurred as a result of fraud or fraudulent misrepresentation by Menorcan Retreats.
- b) The Client understands that attending any activity or service provided by Menorcan Retreats involves some level of risk. These risks include, but are not limited to, physical injury or even death. By attending any activity or service provided by Menorcan Retreats the Client agrees to assume these risks and agrees to release and discharge Menorcan Retreats and its directors, employees and agents from any and all claims for liability.
- c) Neither Menorcan Retreats nor any of its directors, employees or agents will be liable for any loss or damage to any personal property or vehicle belonging to the Client during the course of their stay at the Menorcan Retreats villa/holiday.

13) LIMITATION OF LIABILITY

- a) Menorcan Retreats has liability insurance limited to £***.
- b) Menorcan Retreat Practitioners have liability insurance up to £**.
- c) Third party Practitioners will all have liability insurance which may have different levels of cover.

14) MEDIA

In the event that the Client signs the 'General Photography/Video Waiver', then clauses 14 a) and 14 b) below will apply.

- a) Menorcan Retreats reserve the right to take any recordings of the Client during the activity and /or services and the Client accepts that all rights whatsoever arising in the recordings shall be solely owned by Menorcan Retreats.
- b) The Client accepts and agrees that any recordings may be used by Menorcan Retreats at its absolute discretion in any manner including but not limited to its website, promotional material and advertisements.

15) COPYRIGHT



Menorcan Retreats reserves all copyright which may subsist in the products of, or in connection with, the provision of all activities, services or facilities. Menorcan Retreats reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

16) LAW AND JURISDICTION

These terms and conditions shall be governed and construed in accordance with the law of England and Wales and the parties shall submit to the non-exclusive jurisdiction of the English and Welsh courts.

Menorcan Retreats from SMART Promotions Ltd.

Location: Vine Cottage, The Drift, Ingoldisthorpe, Norfolk PE31 6NW Tel +44 785 225 6564

