

# Joy Yoga and Wellness

1 Leaphill Mews,  
1a Leaphill Road  
Bournemouth  
BH76LS  
9/8/2023

## Retreat Terms & Conditions

### 1. Introduction

1.1 These Terms and Conditions ("Terms") govern the provision of the Retreat ("the Retreat") by Joy Yoga and Wellness ("we", "us", "our") and you, the purchaser of the Retreat ("you") accept them when you book and pay for your place on the retreat.

1.2 These Terms, along with our Privacy Notice which can be found at [www.joyyogawellness.co.uk](http://www.joyyogawellness.co.uk) ("Website") represent the entire agreement between us and apply to the exclusion of any other terms or any previous course of dealing. All services provided as part of the Retreat will be subject to these Terms.

### 2. The Retreat

2.1 The Retreat is detailed on the website [www.joyyogawellness.co.uk](http://www.joyyogawellness.co.uk)

2.2 The cost for attending the Retreat ("the Fee") is as set out on the website [www.joyyogawellness.co.uk](http://www.joyyogawellness.co.uk) and is payable in accordance with these Terms.

### 3. The Services

3.1 As part of the Retreat, you will have access to facilities, experiences and activities ("Services") as set out on our Website. When we deliver the Services, we will deliver them with reasonable care and skill consistent with best practices and standards applicable within our marketplace.

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3.2 Should you have any special dietary requirements then it shall be your responsibility to make such requirements known to us at the time of purchasing the Retreat.

3.3 All Services will be delivered with reasonable care and skill. Since the Retreat is a group experience then any information we share during the Retreat will be intended for a group audience and is not intended to be information personal to you, unless we advise otherwise. We may engage the services of our employees, contractors and other third-party providers as may be necessary to support our delivery of the Services and the Retreat.

3.4 We reserve the right to make amendments, revisions or changes to the Retreat, or cancel, amend, change or reschedule any part as is reasonably required. If we do need to make any changes then we will ensure that the Services still match the original description, except where a change enhances the original description. We shall not be liable for any reasonable changes that are made to the Retreat and the Services delivered as part of the Retreat.

## 4. Your promises to us

4.1 During the Retreat you may have the opportunity to review and make decisions concerning your personal and home life, business and career, lifestyle, education and development and health and wellness. You accept and understand that any such reviews, subsequent decisions, implementation and action will be your sole responsibility and that we shall not be liable for your failure to make any decisions, put into action plans or strategy or for any results whether direct or indirect arising out of your participation in or attendance at the Retreat.

4.2 You accept and understand that attending the Retreat and using the Services is not a substitute for counselling or other therapy services. In the event that you are currently undergoing medical or other professional help concerning your mental health then you should inform your practitioner of your

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intention to attend the Retreat and the existence of these Terms and inform us if appropriate and relevant. You accept that you will remain at all times fully responsible for your own health and well-being and you agree that should you have any concerns concerning your health, diet, medication or any medical conditions that you will seek the advice of your qualified medical practitioner prior to attending the Retreat.

4.3 Where the Services include any fitness related classes or activities, it is your responsibility to ensure that you are fit and well enough before attempting to engage or participate. If you have any concerns regarding your fitness, health, or ability to safely use any of the Services provided or offered as part of the Retreat then you agree to seek appropriate medical or other relevant professional advice before undertaking that activity or Service.

4.4 We reserve the right to temporarily exclude you from the Retreat where we have concerns as to your suitability to safely participate and engage with any aspect of the Services or the Retreat. Following such action, we will arrange to speak with you to discuss the matter and to determine whether you will continue with the Retreat or be asked to leave. Where you are asked to leave then our arrangement will terminate and no refund will be provided.

4.5 You shall be responsible for ensuring that you are fit to travel and that you comply with any legal requirements to travel to the Retreat, including but not limited to, obtaining any required travel visas, licences, certifications or consents and that you are responsible for checking any immunisation or health requirements to enable you to travel to and participate in the Retreat.

4.6 You accept that it shall be your responsibility to ensure that you have adequate insurance to cover your travel and any obligations as set out within these Terms.

4.7 You agree to act in a safe and sensible manner at all times during the Retreat and to comply with any guidance or rules of attendance that are

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provided by us or the Retreat venue, including but not limited to Health and Safety policies and procedures.

4.8 You agree and understand that the Retreat can only be cancelled or terminated in accordance with the relevant provisions contained within these Terms. This Agreement is personal to you and cannot be assigned or transferred to anyone else without our express consent in writing.

## 5. Engaging with other RETREAT GUESTS

5.1 It is important to us that the Retreat is a safe space for everyone attending and therefore we ask you to agree to conduct yourself in a reasonable and responsible manner at all times and not to act in a manner which may cause offence, distress or alarm to anyone else attending the Retreat or may affect the enjoyment of the Retreat by another individual attending the Retreat ("Other Guest").

5.2 Where we consider, in our reasonable opinion, that you are in breach of clause 6.1 above, then we reserve the right to withdraw your access to the Retreat and any of the Services. Following such action, we will arrange to speak with you to discuss the matter and to determine whether you will continue with the Retreat or be asked to leave. Where you are asked to leave then our arrangement will terminate and no refund will be provided.

5.3 If you become aware of any inappropriate behaviour or comments being displayed or made by any Other Guest at any time during the Retreat then please notify us as soon as possible so that we can investigate and take appropriate action if necessary.

## 6. the retreat venue

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6.1 You accept and acknowledge that smoking is not permitted anywhere within the Retreat Location or the grounds surrounding the Retreat Location. Should you wish to smoke then please make your request known to us and we will use our reasonable endeavours to provide a designated smoking area

6.2 We expect you to treat the Retreat Location and venue with respect. You will be personally responsible for any damage caused to the Retreat venue or the grounds at the Retreat Location, as a result of your direct or indirect actions or behaviour.

## 8. Booking and Payment

8.1 The Fee for attending the Retreat is detailed on the website [www.joyyogawellness.co.uk](http://www.joyyogawellness.co.uk) ("the Fee").

8.2 The Fee includes the Services as set out on the website [www.joyyogawellness.co.uk](http://www.joyyogawellness.co.uk). Anything not listed as Services will attract a separate, additional fee.

8.3 You will be responsible for your own costs and expenses of travelling to and from the Retreat. The Retreat Fee does not include the cost of flights or transfers from the airport or bus/train station to the Retreat Location, or any other expenses, including travel insurance, that you may incur in attending the Retreat

8.4 All purchases of the Retreat require payment of a reservation fee of 30%. The reservation fee is required to reserve and hold your space on the Retreat and cover administration in connection with your booking. The reservation fee is non-refundable save where we are unable to or fail to deliver the Retreat due to our own failure or default.

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8.5 Full payment of the Fee must be fully paid no later than 12 weeks before the Retreat Start Date. In the event you fail to make payment of the Fee in full by the date set out above, then your Retreat booking will be cancelled and all monies paid to us to date will be forfeited. You will also be liable for any reasonable additional charges incurred by us which arise as a result of your booking being cancelled.

8.6 You must provide payment details at the time of booking and you authorise us to use these payment details, without further notice to you, as and when any payment becomes due or to settle any other sums that may become payable to us by you in connection with the Retreat and in accordance with these Terms.

8.7 You will be responsible for the arrangement and costs of your own transport to and from the Retreat Location and any other expenses that you may incur in connection with your attendance at the Retreat.

8.8 You should be aware that unless specifically stated, the Retreat is not 'all-inclusive' and consequently, whilst some meals and drinks may be provided as part of your package, additional charges for food and drink may apply. You should ensure you have the means to pay for any additional meals and drinks as required for the duration of their attendance at the Retreat.

8.9 If we agree to accept payment by instalments then you agree to provide payment of the instalments in accordance with the instalment plan agreed at the time of booking. Each instalment that is received shall be credited to the outstanding amount of the Fee owed by you until payment of the Fee is received in full.

8.10 Refunds will apply to your purchase of the Retreat as follows:

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8.10.1 If you purchase as a consumer and cancel within the 14-day cancellation period as set out in clause 10.2 below; or

8.10.2 If we have to cancel the Retreat as set out in clause 10.8.2;

8.10.3 If you provide us with notice of cancellation in accordance with clause 10.5 below

8.11 Given our clear refund policy, no chargeback or threatened chargeback claims will be accepted. If you have any concerns with the Retreat or our Services then you agree to notify us in accordance with this Agreement. If you pursue a chargeback claim without contacting us first then you accept such action constitutes a breach of this Agreement and you agree to indemnify us against any charges, costs or fees imposed on us by your debit or credit provider or our merchant service provider, along with our reasonable costs at a rate of £60 per hour.

## 9. Complaints or concerns

9.1 We want you to be entirely happy with your Retreat experience. If you are not happy with any aspect of the Retreat, the Retreat Location or the Services in any way, you agree to notify us in person, or by email, as soon as possible and allow us reasonable time to resolve your concerns before you take any further action. For the purposes of this clause further action includes stopping payment or making any chargeback or similar claims.

9.2 Where you do provide us with notice of a complaint or concern then we will confirm receipt by email and follow our internal complaints handling procedure to investigate and deal with your complaint or concern.

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9.3 Nothing in these Terms affects your statutory rights.

## 10. Amendments and Cancellations

10.1 Once your order and purchase of the Retreat has been made and accepted by us and a Booking Confirmation sent, save for the circumstances set out in clauses 10.2 and 10.5 below, the booking can only be amended with our express authority and approval.

10.2 You shall have the right to a cancellation period of 14 days which begins from the date of the Booking Confirmation. During this period, you shall be entitled to cancel your Booking and receive a full refund of all monies paid to date. In the event you wish to exercise your right to cancel during the 14 day cancellation period then you should notify us by email to [www.joyyogawellness.co.uk](http://www.joyyogawellness.co.uk). You accept that you will waive your right to any refund where any Services are provided to you before the 14-day cancellation period has expired.

10.3 Upon receipt of your notice of cancellation:

10.3.1 if you have not already accessed and/or we have not already started delivery of any part of the Services within the 14-day cancellation period, then we shall cancel your booking and provide you with a full refund of any Fee you have paid to us; or

10.3.2 if you have accessed and/or we have started delivery of the Services within the 14-day cancellation period, then you acknowledge that you will be responsible for any reasonable costs we have incurred in providing those Services to you and such costs will be deducted from any refund due to you, or, where payment of the Fee has not yet been made, you will be responsible for proving payment of the pro-rated Fee.

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10.4 Where we offer you the opportunity to receive immediate access to the Services before the 14-day period cancellation period has expired, then if you choose to access the Services before the 14-day cancellation period has expired, you acknowledge that you will lose your right to cancel your order in accordance with this clause. This does not affect any other rights you may have as a Consumer.

10.5 In the event you wish to cancel your Booking after the 14-day cancellation period has expired then you must notify us by email at [joyyoga.wellness@gmail.com](mailto:joyyoga.wellness@gmail.com) as soon as possible.

10.6 A Booking may only be cancelled before the start date of the Retreat. Any request to cancel received after the date set out in clause 10.5 may be accepted, but no refunds of the Fee paid will be made.

10.7 Either one of us shall have the right to terminate this agreement by providing notice to the other party in writing where the other party is in breach of any provision of these Terms and where it is a breach capable of remedy, the other party fails to remedy the breach within 14 days of receiving notification.

10.8 We reserve the right to cancel your booking by providing notice to you in writing by email if:

10.8.1 you breach any provision of these Terms which is incapable of being remedied; or

10.8.2 for any reason the Retreat Location becomes unavailable or the Retreat is unable to go ahead due to any other reason outside of our control as set out in clause 13 or due to government advice, Covid-19, or other virus related rules, regulations or requirements. In such circumstances we shall use our best endeavours to source alternative accommodation and and/or arrange a suitable alternative date. Where this is not possible then we shall cancel the

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Retreat and you will be entitled to a refund of the Retreat Fee paid as at the date of cancellation.

10.9 If we are caused to make changes to the Retreat venue, the Retreat Location or the date of the Retreat due to any circumstances beyond our control and you are unable to attend the amended date or location then you shall be entitled to cancel your booking but no refund will be provided. Any decision to allow a transfer of your Retreat reservation to another person will be at our absolute discretion

10.10 Upon termination or cancellation of this Agreement for any reason any sums owing to us under the terms of this Agreement shall become immediately due and payable.

## 11. Confidentiality

11.1 We want to create a safe and secure environment for everyone attending the Retreat and to ensure that you feel comfortable sharing information, and in particular, confidential information. For the purposes of these Terms, Confidential Information shall mean ideas, know-how, business practices, customer or client details, concepts and techniques, plans, trade secrets, and other confidential and/or proprietary information whether expressed to be confidential or not ("Confidential Information"). It excludes any information that was already in the public domain or which was disclosed without breach of these Terms.

11.2 When you disclose Confidential Information to us, we agree not to communicate or disclose it, make it available to others, or use it for our own purposes without your consent.

11.3 When we disclose Confidential Information to you, or where it is disclosed by Other Guests, you agree that the Confidential Information belongs solely

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and exclusively to the person disclosing it, and that you will not share it or use it in any way other than in discussions as part of the Retreat.

11.4 Our obligations contained within this clause and clause 12 below, shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings, to allow us to obtain legal advice (whether or not in connection with this Agreement), where we have been directed to do so by a court or other body of equivalent jurisdiction or where we reasonably believe you are at risk of danger to yourself or others.

11.5 The provisions above shall continue in force notwithstanding termination for any reason.

## 12. Intellectual property AND DATA PROTECTION

12.1 For the purposes of these Terms Intellectual Property means all worldwide Intellectual Property Rights whether registered or unregistered, registrable or non-registrable, including any application or right of application for such rights and shall include copyright and related rights, database rights, confidential information, trade secrets, know how, trade names, business names, trademarks, passing off rights, patents and rights in designs.

12.2 When you attend the Retreat you may have access to materials, resources, information, templates, data and other content ("Content"). You accept that we are the owner or licensee of all Intellectual Property Rights and any other rights existing in the Content and that the Content can only be used for your personal use during the Retreat or in connection with the purposes intended by these Terms and no part should be shared, copied, disclosed, reproduced, published or made available to a third party whether or not for commercial reasons without our express consent. Nothing in these Terms operates to transfer ownership of any Intellectual Property Rights in any Content to you and you may not use any of our Intellectual Property Rights including but not limited to our trade marks, business names, domain names

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and any logos without our prior written consent. In the event of your breach then damages, loss, or irreparable harm may arise and you accept we shall be entitled to seek relief, including injunctive relief against you.

12.3 Personal data in these Terms means any information which is capable of identifying another individual, as further defined within the Data Protection Legislation which includes the Data Protection Act 2018, the UK GDPR and the EU GDPR.

12.4 Any personal data you provide to us will be maintained, stored, accessed and processed in accordance with recognised data protection laws and legislation, as set out above. We shall only process your personal data to the extent reasonably required to enable proper delivery of the Retreat and Services, and shall retain it only for as long as reasonably necessary to allow completion and delivery of the Retreat and Services and to comply with any legal or regulatory requirements.

12.5 The provisions above shall continue in force notwithstanding termination for any reason.

## 13. FORCE MAJEURE

13.1 We will make every effort to deliver the Retreat to you but sometimes things may happen which are outside of our control ("Events"). Examples of Events can include, but are not limited to an act of god (which shall include but not be limited to fire, flood, earthquake, windstorm or other natural disaster), extreme adverse weather conditions, disease, epidemic or pandemic, strike, industrial action, lock out, lock down, war or threat or preparation for war, civil war, civil commotion, riot, armed conflict, imposition of sanctions, embargo, terrorist attack, nuclear, chemical or biological contamination or sonic boom, explosion, delays in transit, malicious or accidental damage, collapse of building structures or failure of plant or machinery, loss at sea, any act or

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omission of a telecommunications officer or third party supplier of services or any other circumstances beyond our control.

13.2 Should an Event occur then time for delivery of the Retreat shall be extended until a reasonable time after the Event preventing or interfering with the delivery and under no circumstances will we be liable for any loss or damage suffered by you as a result thereof. If an Event happens which causes a delay to the delivery of the Retreat then we will contact you as soon as we are able to confirm the details of the Event, the steps we are taking to mitigate the impact and when we expect to be able to proceed with the Retreat.

13.3 If an Event occurs which continues for longer than 12 months then either one of us shall be entitled to terminate this Agreement by providing 14 days' notice in writing. Termination in these circumstances shall be without prejudice to any of our rights in respect of any breach occurring prior to termination. We will not be liable for any loss or damage suffered by you as a result of any delay caused by an Event and any refunds will be considered at our discretion

## 14. Liability

14.1 We do not hold any proprietary interest in the Retreat Location, or act in any form of agency capacity, and we merely act as organiser, facilitator and host of the Retreat and accept no liability in relation to acts or omissions which are caused by or are the result of the Retreat Location including but not limited to cancellation, damage to or loss of personal items occurring during the Retreat.

14.2 By purchasing access to the Retreat as a Guest you acknowledge and agree that:

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14.2.1 the Retreat is a group experience and any information, support and guidance provided will not be personal to you and should not be taken or relied upon as advice, guidance or information personal to you; and

14.2.2 you have not relied on any statement, promise, warranty or representation made or given by or on our behalf.

14.3 We have made every effort to accurately represent the Retreat and the Services. Any testimonials and/or examples of results experienced are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including his or her background, dedication, desire, and motivation and we make no guarantee, representation or warranty with respect to the Services provided or with respect to any results that will be achieved as a result of attending the Retreat.

14.4 We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:

14.4.1 any indirect, consequential or special damages, losses or costs;

14.4.2 any failure to deliver the retreat or any Services where we are prevented due to an Event or another reason beyond our reasonable control; or

14.4.3 any losses arising from your choice of Retreat or Services or your use of the Services once delivered.

14.5 We warrant that the Services are of satisfactory quality and reasonably fit for the purposes in which they are intended to be used.

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14.6 Save for the warranty set out in the clause above, all warranties and representations are excluded to the fullest extent permitted by law.

14.7 Our total liability to you (whether in contract, tort (including negligence), restitution, for breach of statutory duty or misrepresentation or otherwise) shall be limited to the total Fee including Value Added Tax payable or paid by you at the time loss is sustained.

14.8 Nothing in these Terms seeks to excuse or limit your legal rights as a consumer, where applicable. For further information concerning your legal rights please contact your local Citizens Advice Bureau.

14.9 You agree to indemnify us and hold us harmless for any action taken against us due to your violation or disregard of and of these Terms and/or your participation in any way in the Retreat.

14.10 We agree to be responsible for any foreseeable loss or damage suffered by you as a result of a breach of this Agreement by us or an agent, employee or consultant engaged by us or negligence.

14.11 In the event that any liability arises which may be attributable to the Retreat Location, then any claims on which we are obliged to, or we choose at our discretion, to pay you damages, shall be assigned automatically to us in order to mitigate our losses.

14.12 During the term of this Agreement, and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or clients, or its or their reputation or which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or clients.

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14.13 In the event a dispute arises in connection with this Agreement and the provision of the Retreat which is incapable of being resolved by mutual consent then the Parties agree to submit the matter for mediation by a CEDR accredited mediator. In the event a resolution is still not possible 30 days following mediation then legal action may be commenced.

## 15. Contact with Us

15.1 The Retreat will be delivered by Joy Yoga and Wellness. Our registered business address is 1 Leaphill Mews, 1a Leaphill Road Bournemouth BH76LS. If you want to contact us you can email us at [joyyoga.wellness@gmail.com](mailto:joyyoga.wellness@gmail.com)

15.2 Where these Terms refer to the provision of notice, this must be provided to us in writing by email to [joyyoga.wellness@gmail.com](mailto:joyyoga.wellness@gmail.com) or by post using the address above. All emails and post will be deemed served 48 hours after sending.

15.3 All contact between us will be via email. We will contact you using the email address which you provide at the time of booking and it shall be your responsibility to notify us if this changes. This condition does not affect your statutory rights.

## 16. General

16.1 In the event any provision of these Terms is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

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16.2 All titles and headings used within these Terms are for reference purposes only.

16.3 We shall be entitled to transfer any of our rights and obligations under these Terms at any time, without notice to you.

16.4 No failure or delay by either one of us in exercising any of our respective rights under these Terms shall be deemed to be a waiver of that right, and no waiver by either one of us of a breach of any provision of these Terms shall be deemed to be a waiver of any subsequent breach of the same or any other provision

16.5 These Terms and any dispute or claim arising out of them (including non-contractual disputes of claims) shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

16.6 Where we deem it necessary to vary or modify these Terms (other than the Retreat Fee) then we shall notify you of any changes and your continued use of the Services shall be taken as your acceptance of any changes.

16.7 Save as provided for in clause 12.2 and 14.12 the Contracts (Rights of Third Parties) Act 1999 shall not apply.

## Payment Terms & Conditions

### **DEPOSIT**

A non-refundable deposit of 30% of the total booking amount is required for our customers booking to be confirmed. This amount is deducted from your final bill. If

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your booking is made within 90 days of the departure date, the full amount of the trip is due immediately following registration.

## **FULL PAYMENT**

Upon receipt of your deposit, we will send you an invoice for the amount you have paid. If you have chosen to make payment installments, full payment is due 90 days prior to the start of the retreat. You may pay with credit card or bank transfer (preferred).

## **LATE PAYMENTS**

We must pay our venues in advance; therefore we must collect your full payment no later than 90 days in advance of the start of the retreat. Also please note that 90 days is the cut off date for transfer of registration. Any bookings made after the 90 day cut off will be required to pay the full amount at the time of booking.

## **CANCELLATION POLICY**

A refund of monies paid beyond the non-refundable deposit is only available if you can provide another client to fill your space. Please note that there will be no refunds or discounts for arriving late, leaving early, flight cancellations, travel delays, or illness. If you cancel your participation in a retreat for any reason, the cancellation policy will apply, with no exceptions. We wish we could compensate people for unforeseen circumstances, but we have costs already incurred when reserving

retreat centres and hotels. We have designed our cancellation policy to be as compassionate as possible in the case that your plans change. To insure yourself further, we strongly encourage you to purchase travel insurance.

## **IF WE CANCEL THE YOGA RETREAT**

We have never had to cancel a retreat, however, if we do cancel a trip due to not having enough participants, we will refund to you all deposits and payments you have paid (less credit card fees). We cannot however compensate you for airfare or travel costs incurred. In the unlikely event that we must cancel a yoga retreat due to weather, natural disasters, war, political upheaval, or any other circumstances outside of our control, we cannot guarantee any refunds. To cover these risks, again, we highly recommend you purchase travel insurance.

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## TRAVEL INSURANCE

We strongly suggest that each trip member purchase individual travel insurance for their trip. It can be a minimal expense for the benefits it provides. We suggest that you include the “cancel for any reason” option and a policy that includes medical coverage. The best way to protect yourself from any unforeseen circumstances is to purchase trip insurance.

## Covid-19

1. We will take the necessary steps to comply with guidance for cleaning protocols to reduce the risk of infection during the retreat.
2. What to do if you or anyone in your group experiences any of the key symptoms of COVID-19 before your trip: (persistent cough, temperature, loss of taste or smell) - If you experience any of the key symptoms of COVID-19 or have

tested positive in the 10 days prior to your trip, you are advised not to travel and agree to inform Joy Yoga and Wellness that your stay will no longer be possible.

3. In making your booking you accept that Joy Yoga and Wellness may need to cancel your booking at short notice due to COVID-19. This could be due to UK Government/Local Authority advice in our local area; an outbreak on the island, return to lockdown in our local area, personal circumstances surrounding the virus (for example ill health) or the guests prior to your stay requiring self-isolation. If applicable and an alternative cabin is available, then we will transfer your stay where possible but we cannot guarantee this. Should we not have alternative accommodation or your stay is not possible for any of the other reasons above we will refund any payment received. Joy Yoga and Wellness will not be liable for any further costs due to the cancellation of your stay and you are strongly advised to take out adequate travel insurance for your holiday.
4. Due to uncertainties surrounding Covid-19, Joy Yoga and Wellness reserves the right to update or amend Covid-19 related terms and conditions for future reservations at any time.

## DECLARATION

By purchasing our products, you agree to the terms of use.