# LOTTIE PRIDHAM RETREATS

#### Terms and Conditions

These terms and conditions form the basis of the Contract between the client ("you", "your") and Lottie Pridham, trading as Lottie Pridham Retreats ("LPR"). Please read them carefully before you book.

## 1. CONTRACT

A binding contract between you (if a group booking, the lead name on the booking) and LPR is only formed when LPR issues the booking confirmation to you by email which is done after receiving payment from you by bank transfer, in cleared funds, of either the required deposit or the full price of your retreat, and with receipt of your completed Booking Form.

If you have not received your confirmation email within 7 days of making the booking please contact LPR.

## 2. PAYMENTS AND DEPOSIT

Payment is made by bank-to-bank transfer to the following bank accounts dependent on your retreat location booking. Please ensure the full amount is transferred after any bank fees being applied by your bank, with YOUR NAME as the REFERENCE please:

#### VERBIER BOOKINGS: Swiss francs (CHF)

<u>Account name:</u> Charlotte Elizabeth Pridham <u>A/C address</u>: UBS, Place Central, Verbier, 1936, Switzerland <u>IBAN:</u> CH3500 2642 6411 6040 40G <u>BIC/SWIFT:</u> UBSWCHZH80A

#### MENORCA BOOKINGS: Euros (EUR)

For other Revolut users use the tag: @charlotte48c <u>Revolut account name:</u> Charlotte Pridham <u>IBAN:</u> GB94 REVO 0099 7020 6830 57 <u>BIC/SWIFT:</u> REVOGB21 <u>CORRESPONDENT BIC:</u> CHASDEFX <u>A/C address:</u> Revolut Ltd, 7 Westferry Circus, E14 4HD, London, UK

The booking will be valid and confirmed only upon LPR receipt of payment from you and a completed and signed Booking Form.

- For bookings made <u>more than</u> 6 weeks before the retreat start date: 50% deposit due & balance paid 6 weeks before the retreat start date.
- For bookings made less than 6 weeks before retreat start date: 100% of booking price is due.
  Individual payment structures can be arranged upon confirmation via email from LPR.

If the balance is not paid in time, LPR reserves the right to cancel your retreat and retain the deposit paid. The whole retreat fee is required to secure your place.

#### 3. PRICE

All prices published in any marketing material or on LPR website are for guidance only. In exceptional circumstances the prices may change. The price of your retreat may vary due to unforeseen changes, however LPR will try to avoid this at all costs. LPR reserves the right to alter or correct errors in any quoted or published prices at any time prior to the booking being confirmed. The final price of the retreat will be confirmed and binding in the booking email at the time payment is requested and Booking Form link emailed to you.

#### 4. RETREAT INFORMATION (travel, programme, accommodation, marketing material)

Travel to and from the retreat location is your responsibility at your own cost and as such not included in the retreat price. Transfers are offered from Le Châble train station to the accommodation in Verbier upon availability.

The retreat programme advertised is a rough guideline and although every effort will be made to follow it, factors outside of LPR control may affect it and therefore alter it. The most common factors will be the weather conditions and the overall physical fitness of the retreat participants. Your health and safety is the most important priority and so programme adjustments may be made to ensure the health and safety of the group. (*Pro memoria: LPR holds no responsibility for accidents - covered in section 7*).

Accommodation advertised online and through any marketing material is an example to show the type of accommodation used. Although every effort will be made to use the same accommodation as advertised, external factors outside of LPR control may mean that another comparable accommodation is used. External factors mainly being the accommodation owners/rental agencies. If accommodation of a lesser or greater standard is used then your retreat booking price will be altered accordingly. (*Covered in section 6.*).

LPR is the sole owner and owns all rights over the information and material used in marketing and selling the retreats. This includes but is not limited to: photos (covered in paragraph below), programmes and information, and may not be modified, copied or used in any other way unless agreed over writing with LPR.

LPR reserves the right to take any photographs or recordings of you during the retreat or any personal training and you agree that all rights whatsoever arising in the photographs or recordings shall be solely owned by LPR. Further, unless you confirm your objection to LPR prior to the commencement of the retreat or personal training, you accept and agree that any recordings may be used by LPR at LPR absolute discretion in any manner, including but not limited to LPR website, social media, promotional material and advertisements.

#### 5. RETREAT CHANGES AND CANCELLATIONS BY YOU

#### Changes

Once your booking is confirmed, if you wish to make any changes LPR shall try to accommodate these as best possible.

- If you decide to leave the retreat early, arrive late or miss out on certain activities during the retreat, then these missed days and/or activities will not be refunded to you.
- If you wish to change your accommodation room type, this is subject to availability and may incur additional costs.
- If you wish to change your booking dates, this is subject to availability and this request must be communicated in writing, at least 4 weeks before the retreat start date. If LPR cannot accommodate a date change and you are therefore unable to attend the retreat booked, your booking will then be classed as cancelled and the below points ('Cancellations') will be followed:

#### Cancellations

If you wish to cancel your booking this must be communicated in writing and the following cancellation charges will apply. The timing is dictated by LPR receiving your written request for cancellation and the retreat start date:

- Less than 4 weeks: 100% price of your retreat booking
- Less than 6 weeks: 75% price of your retreat booking
- Less than 8 weeks: 50% price of your retreat booking (this can be transferred to another retreat week within the following 24 months)
- More than 8 weeks: 20% price of your retreat booking (this can be transferred to another retreat week within the following 24 months)

#### 6. RETREAT CHANGES AND CANCELLATIONS BY LPR

#### Changes

Unless a 'major change' is made, LPR is not obliged to inform you in advance, nor offer any compensation. However LPR shall try to inform you whenever possible. LPR reserves the right to make minor changes at any time, for example, but not limited to, altering the programme or menu.

#### Major changes

If accommodation is changed then all efforts are made to change to another accommodation of the same standard. If this change negatively affects the room type originally booked then LPR will refund any difference in price between the room type originally booked and the new room type allocated. (For example moving from a single occupancy room to a shared room).

For this and any other major changes (date change to a retreat week for example) LPR will inform you as soon as possible. Upon being notified of this change, unless due to 'Force Majeure', you have the following options:

- accepting the change (with refund if applicable, i.e. downgrading room type)
- moving to another retreat date (with pro-rata refund/price increases as appropriate). (This excludes any expenses incurred by independent travel arrangements).
- cancelling your retreat booking and receiving a full refund of your payment

#### Cancellations

LPR will try to never cancel a confirmed booking, but reserves the right to do so. For example not reaching the minimum number of clients required for the retreat to go ahead. In this case, you shall be informed as soon as possible and the following options are offered:

• receiving a full refund of your retreat payment

• moving to another retreat date (with pro-rata refund/price increases as appropriate). (This excludes any expenses incurred by independent travel arrangements).

LPR will not cancel the retreat within 1 week of the retreat start date unless forced to do so due to force majeure, or if you have not paid the full retreat booking amount (covered in section 2).

#### 7. PERSONAL HEALTH, MEDICAL AND INJURIES

You should be aware that when participating in the retreat activities there is the possibility of injury and in extreme cases death. Upon your booking you agree to assume such risk and agree to release and discharge LPR from any and all claims for liability, injury, loss and/or damage arising out of your participation in LPR.

When booking you confirm that you are in good mental and physical health and are unaware of any reason why you may be particularly unsuited to taking part in the retreat activity or may be likely to suffer illness or injury during the activity.

If you have any medical conditions that may make you unsuitable to participate and/or impact on your participation in LPR, you are required to notify LPR in writing in the Booking Form.

If LPR believes that your health or safety is at risk as a result from participating in the retreat activities due to a medical condition or illness, or if you fail to disclose your medical conditions as requested in the Booking Form, this could result in LPR refusing you to participate in the retreat activities. In this situation your booking may be terminated and you shall not be entitled to a refund.

All clients are recommended to consult with their doctor before beginning any exercise program.

The use of the accommodation's wellness area is strictly at your own risk and you must obey all wellness area rules. This also applies to the use of fitness equipment used during sessions, where guidance will be given for correct use and procedure. You must consider your own safety and the safety of others.

# 8. TRAVEL INSURANCE

It is very important and advisable to have adequate travel insurance, including personal accident cover, for the duration of your travel and retreat stay. It is your responsibility to ensure you are adequately covered by insurance. LPR cannot be held responsible for any liability, losses, or expenses you may incur.

#### 9. DAMAGE, LOSS AND THEFT (accommodation and personal belongings)

Any damage caused to the accommodation (for example contents, furnishings, fittings) is your responsibility and you shall be required to pay the reasonable compensation. This excludes any 'normal' wear and tear.

LPR and the accommodation owners are not responsible for any theft, loss or damage to personal belongings during the retreat. Please ensure you have sufficient insurance for this eventuality.

## 10. EXTRA ACTIVITIES

When booking extra activities (for example paragliding, massages, spa treatments, fitness sessions and transport transfers) the contractual obligation lies between the supplier/3rd party/company and yourself. LPR can assist in making the booking between the two parties (yourself and the supplier) but accepts no responsibility for any loss or damages when you engage in these activities.

## 11. FORCE MAJEURE

In these T's and C's 'Force Majeure' means any event or circumstances which LPR or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include actual or threatened war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity or the threat thereof, industrial action, natural or nuclear activity, epidemics/pandemics or the threat thereof, adverse weather conditions, fire and all similar events outside our control.

LPR cannot accept liability if 'Force Majeure' prevents or affects the expected delivery of retreats and obligations of these T's and C's.

# 12. CONDITIONS OF SERVICE

All disputes arising out of or in connection with this document shall be submitted to mediation in accordance with the Mediation Rules of the Swiss Chamber of Commercial Mediation.

If no settlement can be reached by mediation, the dispute shall be finally settled by the courts of and subject to the law of Switzerland. The exclusive place of jurisdiction for all disputes is Le Chable, Bagnes, Switzerland.