

# RETREAT & CLINIC TERMS AND CONDITIONS

please read carefully

Our aim is to be as professional, efficient and courteous as possible with both our customers, and suppliers. In these our Standard terms and conditions “we”, “our” and “us” means Amanda Hamilton Ltd, “you” means the person making the reservation and “group” includes all bookings made for 2 or more people and includes all people on the Retreat, Course, Programme or Clinic with you and for the avoidance of doubt any individual you make a booking on behalf of. It is taken that you are the lead contact for your group and that therefore all correspondence or conversations in respect of arrangements for yourself and all members of your group will take place between you and us.

These standard terms and conditions shall form the basis of the agreement for you and your group’s Retreat, Course, Programme or Clinic and shall apply to the exclusion of any other terms and conditions whether put forward by you, your group or a third party or whether implied by law or statute. No alteration to these conditions shall be effective unless expressly agreed to in writing by a director of Amanda Hamilton Ltd.

**Amanda Hamilton Limited Retreats, Courses, Programmes or Clinics:** An Amanda Hamilton Limited Retreat, Course, Programme or Clinic is designed by us and is often tailor-made specifically for you. It will combine at least one of the following elements a) accommodation, b) natural therapies, c) physical activities, d) subsistence, and e) additional services that will form a significant part of your experience. For Retreat, Course, Programme or Clinic that you or any member of your group partake in, of an active/dangerous nature, it is the participant’s full responsibility to act in accordance with the guidelines instructed to them. Any injuries you may incur as a result of your own negligence or that of a fellow participant is your responsibility and you will not be entitled to compensation. Amanda Hamilton Ltd reserves the right to decline any booking for any individual or group on any of its Retreats, Courses, Programmes or Clinics.

**Prices:** All prices are per person in pound sterling unless specifically stated otherwise on an Amanda Hamilton quotation, invoice or receipt. Unless otherwise stated, all prices quoted are nett of applicable taxes. The services sold are subject to availability and can be withdrawn without notice.

**Booking:** We do not regard submission of an enquiry form as confirmation of booking. You should first call or email us to ensure that you and/or your group’s requirements can be met and to check availability. Whilst provisional bookings can be made over the telephone, full confirmation of your booking will only be made by us in writing by letter, fax or e-mail. All Amanda Hamilton Ltd quotations are governed by our Terms & Conditions. In making a booking with us, whether by telephone, e-mail or in writing, you and all members of your group are understood to have accepted our standard terms and conditions and in the case of group bookings (2 persons & more), that the person making the booking is responsible for making all members of his or her group aware of these conditions. It is essential that you provide details of each group member correctly. If you fail to enter a digitally signed copy of your booking form but submit money by way of a deposit or full balance we will assume you agree to all Amanda Hamilton Ltd standard terms and conditions.

**Payments:** After you have made an enquiry, we will endeavour to send you a quotation along with a copy of standard terms and conditions as soon as practicable. A contract will exist once we have received the stated deposit payment from you or your group and we have issued a confirmation invoice. Please check our confirmation invoice carefully and advise us of any inaccuracies within 3 days of receipt. We regret we cannot accept liability if we are not notified within this period. In order to book a Course or Retreat with us we require a deposit payment of 50% of the final Course or Retreat price. Please note that we retain the right to vary this amount as we see appropriate. We reserve the right to decline any booking at our discretion. We shall hold your deposit payable towards the full cost of the Retreat, Course or Programme. The full cost of the Course or Retreat is payable 30 days prior to the stated Start date.

**Credit or debit card payment:** will incur an additional charge of 2% to cover bank charges and debit cards receive an additional charge of 50 pence per booking. For larger course payments we prefer direct BACS payment to avoid fees.

**Changes made by you:** If you have paid your deposit and wish to make an alteration to your Retreat, Course, Programme or Clinic we will do our best to accommodate you. We impose a standard amendment fee of £20.00 (twenty pounds sterling) plus any additional costs incurred by us that are needed to accomplish the amendment. If you wish to make an alteration to your Retreat, Course, Programme or Clinic within 30 days of the start date then you must notify us in writing and we reserve the right to impose an amendment fee at our discretion, influenced by the level of work or time needed to accomplish the amendment.

**Cancellation by you:** If you wish to cancel your Retreat, Course or Clinic then cancellation charges will apply. They are calculated as shown below as a percentage of the purchase price as stated in your invoice confirmation. The date we receive your written notification of cancellation is the date we will use to calculate your appropriate charge. Where possible, we will try to replace your cancelled booking with another customer, in which case you will receive 100% refund of all monies paid to us at that point.

Number of days before your departure when we receive your cancellation	Refund as a percentage of final Course or Retreat fee
More than 90 days before Start Date	25%
Between 90 and 60 days before Start Date	50%
Between 59 and 30 days before Start Date	65%
Between 29 and 0 days before Start Date	100%

**Force Majeure:** We will not pay compensation when the change or cancellation is caused by circumstances or events, which our suppliers have no direct control of and could not reasonably foresee or avoid. ‘Force majeure’ includes: war, threat of war, riots, civil disobedience or strife, industrial dispute, terrorist activity, acts of god, natural or nuclear disaster, fire, adverse weather conditions, level of water, technical or maintenance problems with transport and changes of schedules or operational decisions of transport providers, closure of airports or any unforeseeable or unavoidable event beyond the control of Amanda Hamilton Ltd or its suppliers.

**Liability:** Amanda Hamilton Ltd has no liability for any act, omission or default, whether negligent or otherwise, of airlines, car rental operators, ferry companies, hoteliers, tour operators or any other supplier. We have no liability for any loss or damage occasioned by the negligence, act or omission of any supplier or other third party. We reserve the right to cancel or modify itineraries or bookings where circumstances require. In circumstances where liability of Amanda Hamilton Ltd cannot be excluded, such liability is limited to the value of the purchased Course, Retreat or Clinic. All day time and night time activities, sports and transportation organised for you by Amanda Hamilton Ltd are undertaken at your own risk, we accept no responsibility or liability for any illness, personal injury or death caused to you or a fellow participant. If you are late for transfers then you will be liable to pay any additional costs which occur as a result of your lateness. We are not responsible for you missing any transportation as a result of your own lateness.

**Passports, Visas and Postage:** It is your responsibility to make sure you and any members of your group have passports that are valid for at least 6 months after your return date and where applicable have had inoculations and have health certificates available as recommended by a health professional. It is your responsibility to make sure your passport is valid for all countries you are visiting. We will offer assistance and advice in regards to obtaining visas and permission to enter countries but we cannot in any circumstances be responsible if you or members of your party are not granted a visa or are refused entry into any country. We will not accept any responsibility or refund any money in cases where you are unable to travel as a result of misplaced or invalid passport or insufficient or inadequate visa documents. We will post your documents first class with Royal Mail. We do not accept liability for any failure by the Royal Mail. If you would like special delivery service it is your responsibility to advise us in writing.

**Luggage:** We cannot be responsible for the loss or damage of your luggage or personal possessions. Please note we strongly recommend you to take out an insurance scheme, which covers you against such losses.

**Special Requests:** Where special requests for room allocation, diet considerations etc are required, Amanda Hamilton Ltd must be made aware of them in writing at the time of booking. Whilst every effort will be made to ensure that these requests are fulfilled, they cannot be guaranteed. Further more, Amanda Hamilton Ltd will not be liable for claims for consequential loss where written advice of special needs and requirements has not been received in writing at the time of booking.

**Transportation:** Air, rail, road and other departure times are supplied by the carriers. They are subject to, inter alia, air traffic control restrictions, weather conditions, the need for constant maintenance and the ability of passengers to check in on time. There is no guarantee that departures will take place at the times shown, for instance, in brochures or on your tickets. The timings are estimates only. Amanda Hamilton Ltd does not have any liability to you for any delays which may arise. Further, your dealings with all carriers are subject to the conditions of carriage of the carrier, some of which may limit or exclude liability. Where we are in a position to do so, we will give you information before you book concerning the airline on which you will fly, your airport of destination and the type of aircraft on which you will travel. However, if any of these details change subsequently, and you choose to cancel as a result, our normal cancellation charges will apply. Any arrangements in the event of a delay will be at the sole discretion of the airline or other carrier involved.

**Complaints:** If you are not satisfied with the accommodation or any of the services provided by us to you, you must report your dissatisfaction to the owner or manager of the property or service provider immediately or if you are accompanied by an Amanda Hamilton Ltd representative then you must inform them. If they do not put things right and your enjoyment of the Course, Retreat or Clinic is affected, you must bring this to our attention within 24 hours of the problem occurring by contacting our head office. If you are unable to do this then you must write to us within 14 days of your return. For complaints regarding death, illness or injury as a result of negligence on behalf of Amanda Hamilton Ltd our liability will be limited in the manner provided by International Conventions and we will pay reasonable costs up to a maximum of £5,000 per person.

**Insurance:** It is a condition of your contract with us that you take out insurance at the time of, or prior to, making your booking. We recommend that insurance covers loss of deposit and other monies through cancellation, loss or damage to personal baggage and loss of money, medical expenses, additional expenses to cover hotel accommodation and repatriation costs to the UK should any services need to be extended or curtailed due to illness or other insurable risk. Please note that restrictions on the time to effect insurance apply to some services such as airfares. We offer on-line travel insurance services if required. For sporting activities and events included in your programme insurance responsibility is your responsibility and any claims as a result of accident must be taken up with the company providing the service. Amanda Hamilton Ltd does not accept responsibility for these suppliers; you take part at your own risk. It is your responsibility to sign disclaimers for any activities deemed as high risk e.g. rock climbing or abseiling, walking, running, yoga, water-based activity etc. if presented to you.

**Data Protection:** By giving us your name and personal details you consent for these to be used as necessary in processing your booking and complying with legal requirements (e.g. passing passenger lists to airlines and ferry operators). We may also use your details to send you future holiday brochures or advise of special offers from ourselves or other carefully selected companies - should you NOT want to receive these, please tell us. Sensitive personal information that you give us will only be used when it is necessary for us to communicate your needs to a destination hotel(s) and/or carrier(s).

**Our websites and brochures:** Photographs and illustrations and other promotional material are for promotion purposes only. They do not represent any benefit that will be included in any arrangements made for you. The descriptions and illustrations on any of our literature and website are given as approximate representations only and given in good faith. In using our websites, you agree to the following: The contents of our Websites, such as text, graphics, images and other material ("Material"), are protected by copyright under both English and all applicable laws. Unauthorised use of the Material may violate copyright, trademark and other laws. Amanda Hamilton Ltd aims to be accurate on the details shown on its website and in its offers but we make no commitment about the accuracy, reliability, completeness or timeliness of the Material or about the results to be obtained from using our Websites and the Material. The Material may contain inaccuracies or typographical errors. We do not warrant that the Websites will operate error-free or that this Website and its server are free of computer viruses and other harmful material. If your use of the Website or the Material results in the need for servicing or replacing equipment or data, we are not responsible for those costs. The Websites and Material are provided on an "as is" basis without any warranties of any kind. To the fullest extent permitted by law, we disclaim all warranties, including the warranty of merchantability, non-infringement of third parties' rights, and the warranty of fitness for particular purpose. We make no warranties about the accuracy, reliability, completeness or timeliness of the material, services, software text, graphics and links. Our Websites contain links to third party websites. These links are provided solely as a convenience to you and not as an endorsement by us of the contents on such third party websites. We are not responsible for the content of linked third party sites and do not make any representations regarding the content or accuracy of materials on such third party websites. If you decide to access linked third party websites, you do so at your own risk.

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**Behaviour:** As a customer of Amanda Hamilton Ltd you are expected to respect your environment and other people around you. All suppliers and hotels have every right to terminate, without notice, your stay or activity under threat of vandalism, violence or any other behavior deemed inappropriate by them. In such cases all insurances will be invalidated and you will not have any entitlement to a refund of any kind whatsoever. We accept no liability for any accident or misadventure that occurs while any of your group is under the influence of drink or drugs.

You must not behave in a way which may cause distress or annoyance to others or which may create the risk of danger or damage to property. If you are subject to arrest, or are prevented from travelling at the discretion of an airline or other transport providers, or if you are evicted from a hotel at the discretion of the hotel management, we will not refund any portion of the cost of your Course, Retreat or Clinic and, if we incur any expense as a result of your behaviour, you will be obliged to compensate us for that expense.

**Terms and Availability:** In the unlikely event that our suppliers' terms and/or availability for your group changes after you have made a booking, we will do our utmost to ensure you experience as little disruption as possible. We offer goods and services on behalf of our suppliers and do so in good faith. If we are unable to make alternative arrangement in the case of a supplier cancellation then we will offer an alternative or a refund for that part of your booking. Refunds will not apply in the case of weather dependent activities beyond our control (Skydiving, Skiing, Hand-gliding, Ballooning etc).

**Unlicensed Entity Disclaimer:** If you request Amanda Hamilton Ltd to arrange for the provision of products or services by a person or company which is not licensed in accordance with any applicable law, Amanda Hamilton Ltd accepts no liability (whether in contract, for negligence or otherwise) for any loss or damage suffered by you or any third party as a result.

**Agency:** Products and services are sold by Amanda Hamilton Ltd as an agent for airline and wholesale companies and other suppliers providing services, including accommodation and transportation services. Amanda Hamilton Ltd is not a provider of services and has no responsibility for services provided or not provided by any party. We give and make no warranty or representation regarding the standard of any service or product to be supplied and no person has authority to make any such representation or warranty on behalf of Amanda Hamilton Ltd. All tickets, coupons, exchange orders, vouchers and receipts are issued subject to the appropriate tariffs and terms and conditions of sale of suppliers and these terms. They are issued by us as agent only. We have no responsibility, and extend no guarantees for discontinued promotions, airfares or specific holiday products.

**Governing Law:** These terms and conditions are in place to ensure the smooth running and enjoyment of your Amanda Hamilton Ltd Course, Retreat or Clinic. They are governed by Scottish Law and shall be subject to the exclusive jurisdiction of the Scottish Courts. It shall be your responsibility to ensure that all requirements applicable to your Amanda Hamilton Ltd Retreat, Course, Programme or Clinic, including but not limited to all necessary licences, permits, passports and visas, shall have been obtained by all members of your group.

**The Following General Conditions Shall Apply:** These Terms and Conditions are personal to you and your group. You or your group shall not assign, transfer or change your rights and responsibilities under these conditions or any of them, without our prior written consent. The provisions of these conditions are severable and distinct from one another, and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired. The headings in these conditions are for convenience only and do not affect the interpretation of the agreement.

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