

Thank you for signing up to our retreat on 6th-8th October 2023 - please read the following important terms and conditions.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

The contract below sets out the legal terms that will govern our relationship with you and apply to the services. The intention of this contract is to bring clarity to our relationship, protect both parties and take care of the business side of things so that we focus on enjoying the retreat.

In this contract

- 'I', 'me' or 'our' means Sasha Brooke-Williams trading as The Movement Teacher and Ali Parker trading as Mind the Yoga
- 'You' or 'your' means the person booking a place on our retreat ('the Retreat').

1 Introduction

1.1 If you book a place on our Retreat you agree to be legally bound by this contract

1.2 You also agree to be legally bound by our websites (found at the end of this document) terms of use and privacy policy.

2 Information

2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract of sale between us is made (see the summary box below). We shall give you this information in a clear and understandable way either in this contract or via our websites.

We shall give you information on:

- the main characteristics of the Retreat, who we are, and how you can contact us - the total price of the Retreat
- the arrangements for payment
- our complaint handling policy

3 Reserving your place on the Retreat

3.1 Below, we set out how a legally binding contract between us is made:

3.2 You place an order by sending one of us an email and filling in and returning the booking form

3.2.1 When you complete and return your booking form for the Retreat, this is when you make a contractual offer to us.

3.2.3 We may contact you to say that we cannot offer you a place, for example if we do not think the Retreat is right for you or there has been a mistake in the pricing or description of the Retreat.

3.2.4 We shall only accept your request for a place when we confirm this to you by sending you a confirmation email. At this point:

- (a) a legally binding contract will be in place between you and me, and
- (b) we shall reserve you a place on the Retreat

4 The Retreat

4.1 You have protection under consumer rights legislation, including that we must use reasonable care and skill when providing the Retreat.

4.2 The Retreat will correspond in all material ways with its description on the relevant webpage and marketing materials

4.3 We shall use third parties in connection with the Retreat. For example the accommodation, meals and some activities may be provided by carefully chosen third parties. You acknowledge that we ordinarily contract with these third parties on their normal terms of business which may not be entirely consistent with this agreement. If any delay or failure by a third party properly to provide subcontracted services causes a delay or failure in our performance of this agreement, it is agreed that:

4.3.1 We shall use all reasonable endeavours to apply for your benefit all rights or remedies available from the relevant third party; and

4.3.2 except to the extent the delay or failure is caused by a failure to use our best care and skill in the management or selection of a third party, we shall not be in breach of this agreement and

shall have no liability to you arising out of any such delay or failure.

4.4 our ability to provide the Retreats might be affected by events beyond our reasonable control. If so, there might be a delay before we can go back to business as usual. We shall make all reasonable efforts to limit the effect of any of those events, we shall keep you informed of the circumstances and we shall try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include issues at third party venues or if key staff are ill.

5 Your responsibilities

5.1 You will pay the price for the Retreat in accordance with the Retreat description on the relevant webpages or marketing materials

5.2 You will provide us with such information and assistance (and ensure that any information is complete and accurate) as we reasonably request to make the Retreat relevant and useful for you. 5.3 Attendance at the Retreat is not therapy or counselling. You acknowledge that deciding how to handle any issues which may arise, the choices you make in relation to them and following through on any agreed action is exclusively your responsibility. For this reason, although we fully expect great things to happen at the Retreat, we cannot guarantee any specific outcomes or that all attendees will achieve the same results.

5.4 If you are currently receiving treatment from a doctor or other healthcare professional, by entering into this agreement you confirm that you have consulted with this person regarding the advisability of attending the Retreat and that this person is aware of and supports your decision to attend.

5.5 At the Retreat you will be offered variations of Pilates and Yoga positions for you to choose according to your level of fitness and physical capability. It is entirely your responsibility to listen to your body and make sure your practice remains within your physical capability. Pilates and Yoga are not competitive and listening to your body and the extent to which it is available for the various poses is essential. We are not able to accept any responsibility for any damage or loss you may suffer as a result of your pushing your body beyond its limits.

6 Fees and payment

6.1 The price for each Retreat is set out on the webpages for that Retreat.

6.2 Payment is via direct bank transfer or any other method described on the webpages for the Retreat

or as agreed between us.

6.3 A non-refundable deposit of £100 is payable when you book the Retreat. The final payment of £395 is due 3 weeks before the Retreat.

6.4 If any payments are not paid on the due date, you may lose your place on the trip

7 Refund and cancellation policy

7.1 The fees are non-refundable except for:

7.1.1 where we cancel a Retreat, you are entitled to a refund for any payments you have made in advance ; and

7.1.2 There is no cooling off period when purchasing or booking the Retreat

As we are both small businesses and we have to uphold our commitments to our own suppliers, unfortunately we are not able to make any exceptions to this no-refund policy, not even for personal emergencies.

For this reason we strongly advise you to take out travel insurance to protect yourself against illness, emergencies and changes in your circumstances.

7.2 In the event you are unable to attend the Retreat:

7.2.1 you may transfer your Retreat place to a friend, subject to our prior approval of your replacement; or

7.2.2 you can choose to offer your place as a special bursary to a suitable person selected by us in need of this Retreat.

7.3 There is no refund for leaving the Retreat early or arriving after the scheduled start time. There is no partial reimbursement if you choose to opt out of any part of the programme.

8 Intellectual property

If we provide you with any materials, whether digital or printed, any intellectual property in those materials belongs to us and unless we agree otherwise you can only use those materials for your own personal use and you may not share them with third parties.

9 Photograph release

We may photograph and video group activities for use in future marketing materials and by entering into this contract with us you hereby give to us your consent to use your image for this purpose.

10 How we may use your personal information

10.1 We shall use the personal information you give to us to:

10.1.1 provide the Retreat and keep you informed about it;

10.1.2 process your payment for the Retreat; and
10.1.3 inform you about any similar products and services that we provide, though you may stop receiving this information at any time by contacting us.

10.2 All information shared by you will be kept strictly confidential, except when releasing such information is required by law.

10.3 We shall not give your personal information to any third party unless you agree to it.

11 Resolving problems

11.1 In the unlikely event that there is a problem with the Retreat, please contact us as soon as possible and give us a reasonable opportunity to sort out any problems with you and reach a positive outcome.

11.2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12 End of the contract

12.1 Subject to 12.2 this contract will terminate at the end of the Retreat.

12.2 Either you or we may terminate the contract immediately if:

12.2.1 the other party commits any material breach of the terms of this contract and, in the case of a breach capable of being resolved, the breach is not resolved within 30 days of a written request to do so. The written request must expressly refer to this clause and state that this contract will be terminated if the breach is not resolved; or

12.2.2 the other party commits or threatens to commit or is threatened with any act of insolvency under the Insolvency Act 1986.

12.3 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

13 Limit on our responsibility to you

13.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any:

13.1.1 losses that:

(a) were not foreseeable to you and us when the contract was formed; and (b) that were not caused by any breach of these terms on our part

13.1.2 business losses, including loss of business, loss of profits, loss of management time and loss of business opportunity.

13.2 our total liability to you is limited to the amount of fees paid by you for the Retreat.

14 Disputes

14.1 We shall try to resolve any disputes with you quickly and efficiently.

14.2 If we cannot resolve a dispute using our internal complaint handling procedure and either of us want to take court proceedings, the relevant courts of England and Wales will have exclusive jurisdiction in relation to this contract.

14.3 The laws of England and Wales will apply to this contract.

15 Third party rights

15.1 No one other than a party to this contract has any right to enforce any of its terms.

www.sashasdanceandpilates.com soon changing to www.themovementteacher.com
www.mindtheyoga.com