

## BOOKING TERMS AND CONDITIONS

“The French Mindfulness Retreat”

### TERMS AND CONDITIONS

#### Your Contract

Your contract is with MindYou Limited . The following Terms shall have the meanings set out below when used in these Booking Conditions: Booking conditions definitions 'We', 'Our', 'Us' means , 'MindYou Limited'; 'Holiday' means the The French Mindfulness Retreat booked with MindYou Limited by you or any person on your behalf. 'Force Majeure' means any circumstances which are unusual and/or unforeseeable which are beyond the control of MindYou Limited the consequence of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war; riot; civil strife; hostilities; political unrest; government action; industrial dispute; natural or other disaster; nuclear incident; terrorist activity; weather conditions; closure of airports; fire; flood; drought; re-scheduling or cancellation of flights or alteration of the airline or aircraft type by an airline and technical problems with transportation and all similar events outside our control.'Major Change' includes the following when made before departure: a. A change of venue area for the whole or a major part of your holiday, b. A change of accommodation to that of a lower official classification for the whole or a major part of your holiday; c Cancellation of the Holiday due to the minimum number of participants not being met.

**THESE CONDITIONS APPLY TO ALL HOLIDAYS AND GOVERN YOUR RELATIONSHIP WITH MINDYOU LIMITED. PLEASE READ THEM CAREFULLY BEFORE MAKING A BOOKING.**

**1. Your Holiday Contract** When a booking is made, the 'lead name' on the booking guarantees that he or she has the authority to accept and does accept on behalf of the party the terms of these booking conditions. After we receive your booking and all appropriate payments, if the arrangements you wish to book are available, we will issue a confirmation invoice. A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name'. This contract is governed by the law of England & Wales , and the jurisdiction of the English Courts. It is important to check the details on your invoice when you get it, or if booking late at the time of booking, that all the details are exactly as you requested. In the event of any discrepancy, please contact us immediately as it may not be possible to make changes later.

**2. Prices and website accuracy** The information and prices shown on this website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website information and prices at the time of loading, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

**3. Passports, Visas and Health Documents** It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept liability if you are refused entry onto any transport or into any country due to failure on your part to carry contact documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. In the event we are asked to reissue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

**4. Insurance** it is your responsibility to ensure that you obtain the relevant insurance cover prior to arriving on the Holiday. .We consider adequate travel insurance to be essential. Please read your policy and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. For those who participate in

sports, water sports and winter sports whilst on holiday it is your responsibility to ensure that you obtain the relevant insurance cover.

**5. Paying for your Holiday** In order to confirm your chosen arrangements, you must pay a deposit (or full payment through Paypal on our website or by bank transfer (account details provided on request) if booking within 60 days of departure). The balance of the cost of your arrangements (including any surcharge where applicable) is due not less than 30 days prior to departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 9 will become payable. We accept payment by Paypal or bank transfer (account details provided on request)

**Credit Card Fraud** If you do not supply the correct credit or debit card billing address and/or cardholder information through Paypal, the issue of your tickets may be delayed and the overall cost may increase. We reserve the right to cancel your holiday if payment is declined or if you have supplied incorrect credit card information.

**6. Your Holiday Price** The prices on this website are correct at time of website publication, however, MindYou Limited reserves the right to raise or lower its prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices (both before and after your confirmation has been issued). Please note, changes and errors sometimes occur. Before you make a booking we will give you the up to date price including the cost of any peak-season supplements, upgrades or additional facilities which you have requested. Any increase in price may appear as a supplement.

**7. If you Change Your Booking** If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, we will do our utmost to make these changes, but it may not always be possible. You will be asked to pay an administration charge of £35 per person and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made. Only one change of departure date, per booking may be permitted. Any change in departure date will be treated as a cancellation and full cancellation charges will apply. You will be asked to pay an admin fee of £35 per person and a new deposit per person to secure the new departure date. However, we will discount the new booking with the original deposit amount paid. Any further changes may be treated as a cancellation by you and result in cancellation charges being applied. Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. In some cases, any changes made may mean you having to pay for the cancelled arrangements and purchasing new ones at full cost.

**8. If you Cancel your Holiday** You, or any member of your party, may cancel your travel arrangements at any time. Written notification by email to [liz@mindyou.co.uk](mailto:liz@mindyou.co.uk) or by telephone +44 7424 528588 from the 'lead name' on the booking must be received. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation shown in the grid below. Note: if the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance company. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation if you cancel the Holiday.

**Holiday cancellation charges** More than 60 days: £85: 47-60 days £125: 29-47 days £300: 15-28 days £400: 7-14 days £600: Less than 7 days 100% of money paid.

Please note, if only some members of your party cancel, in addition to incurring the applicable cancellation charges, we will recalculate the holiday cost for the remaining travellers. You may have to pay the extra room charges such as single room supplements. In cases where cancellation charges made by our suppliers are higher than the cost of the deposit, we may pass the charge on to you. Please ask for full details and we will notify you of the specific charges applicable to your booking. Note: Certain arrangements may not be cancelled after they have been confirmed and any cancellation could incur a cancellation charge of up to 100% of that part of the arrangements.

**9. If We Change or Cancel Your Holiday** We begin planning the arrangements we offer many months in advance and so we reserve the right to make changes to and correct errors in holiday

details both before and after bookings have been confirmed. We must also reserve the right to cancel confirmed bookings at any time. For example, if the minimum number of clients required for a particular travel arrangement is not reached we may have to cancel it. Most changes are minor but occasionally, we may have to make a Major Change. If we have to make a Major Change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options: a. (for Major Changes) accepting the changed arrangements or b. Purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, we will ask you to pay the difference) or c. Cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us. Flights must not be booked prior to a deposit or full payment being confirmed by Us by telephone or standard email message otherwise these will not be refunded. Due to the unpredictability of Force Majeure events we shall not be liable for any changes either before departure or during the holiday, which in our opinion are necessary to protect your safety. In this event, we will offer you suitable alternative arrangements, or, if you do not travel, return the monies you have paid us but we will not pay you compensation. In all cases, except where the Major Change arises due to reasons of Force Majeure and subject to the exceptions below, we will pay you the following compensation as detailed below: Compensation These scales are based on how many days before your booked holiday, departure date, we notify you of a major change. These scales are based on how many days before your booked holiday, departure date, we notify you of a major change. Period before departure when a major change is notified Compensation payable per adult (for children see below) More than 70 days £0.00 29-69 days £25.00 15-28 days £35.00 7-14 days £40.00 Less than 7 days £50.00 Please note that the above payments are per full fare-paying passenger (excluding infants). . We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. We will not pay you compensation where we make a Major Change or cancel more than 10 weeks before departure or in the event of Force Majeure. Very rarely, we may be forced by Force Majeure to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

**10. Behaviour** When you book a Holiday with MindYou Limited you accept responsibility for the proper conduct for yourself and your party whilst on Holiday. If we or any other person in authority is of the reasonable opinion that you or any member of your party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we will be entitled to terminate the holiday of the person(s) concerned. The person(s) concerned will be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. You will be responsible for making full payment for any damage or loss caused by you or any member of your party during your time away. Payment must be paid direct at the time to the service supplier concerned failing which, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

**11. If You Have a Complaint** In the unlikely event that you have any reason to complain or experience any problems with your holiday arrangements whilst away, you must immediately inform the Retreat Leader and the supplier of the service(s) in question and complete a report form whilst in resort. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within a reasonable period of time (we would suggest 28 days) of your return to your home giving your booking reference and full details of your complaint. Your complaint should be in writing, to MindYou Limited, Pavillion View, 19 New Road, Brighton, East Sussex BN1 1EY giving your booking information and all other relevant information.

Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst in resort and this may affect your rights under this contract.

**12. Our Liability to You** (1) In respect of the Holiday: We promise that your Holiday arrangements will be made, performed or provided with reasonable skill and care. Further, we will be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment or carrying out work we had asked them to do. (2) In respect of the Holiday: We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: (a) The act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or (b) The act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or (c) 'Force Majeure' as defined above. (3) We limit the maximum amount we may have to pay you for any claims you may make against us. The maximum amount we will have to pay you where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) is £50 per person affected unless a lower limitation applies to your claim under this clause.(4) Local Excursions/Activities/Events We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our website. For example any excursion you book whilst at the holiday/retreat, or any service or facility which your retreat venue or any other supplier agrees to provide for you. Excursions, tours, activities or other events that you may choose to book or pay for through our service or whilst you are on holiday ("Local Events") are not part of your retreat program provided by us and these website terms and conditions do not apply. For any Local Event your contract will be with the supplier of that Local Event and not with us. We are not responsible for the provision of the Local Event or for anything that happens during the course of its provision by the supplier. Please note that this position also includes all hazardous activities (5) If you are dissatisfied in anyway with the Holiday, you must inform our representative as soon as possible and s/he will endeavour to meet your requirements although we are neither obliged to provide another Holiday nor provide any refund under any circumstances.

**13. Data Protection/Privacy** In order to process your booking and meet your requirements, we must pass your personal details on to the relevant suppliers of your travel arrangements. We would also like to hold your information (including any email address), where collected by us, for our own future marketing purposes (for example, to inform you of promotional/competition offers or to send you our brochure). If you do not wish to receive such approaches in future, please inform us as soon as possible.

**14. Special Requests** If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We are happy to advise and assist you in choosing a suitable holiday or retreat. As some of the accommodation and venues featured may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc, it is important that, when booking, you advise us of any disabilities and special requirements to make sure the holiday meets your specific needs. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

**Registered office: MindYou Limited, Pavilion View, 19 New Road, Brighton, East Sussex BN1 1EY**