

## TERMS & CONDITIONS OF SUPPLY

### YOGA RETREAT TERMS

#### 1. THESE TERMS

- 1.1. What these terms cover.** These are the terms and conditions on which we supply services (the, “Yoga Retreat”) to you.
- 1.2. Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Yoga Retreat to you, how you may change or end the contract with us, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

#### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. Who I am.** I am Astrid Füllemann sole trader established in Switzerland. My address is Zürcherstrasse 5 8956 Killwangen.
- 2.2. How to contact me.** You can contact me by writing to [astrid.fuellemann@gmail.com](mailto:astrid.fuellemann@gmail.com)
- 2.3. How we may contact you.** If I have to contact you I will do so by telephone or by writing to you at the email address you provided to me in your booking form.
- 2.4. “Writing” includes emails.** When I use the words “writing” or “written” in these terms, this includes emails.

#### 3. MY CONTRACT WITH YOU

- 3.1. How I will accept your order.**
- 3.1.1.** When you complete the online booking form you will be asked to accept my terms and conditions of services by checking the tick box and will then be able to proceed to check out.
  - 3.1.2.** I will receive your order by email
  - 3.1.3.** I will send you an email to acknowledge receipt of your order and to provide you with a payment link.
  - 3.1.4.** To complete your booking and secure your place you will need to make payment in accordance with the instructions within the email.
  - 3.1.5.** The contract comes into force at the point we receive your cleared funds into our account.
- 3.2. If I cannot accept your order.** If I am unable to accept your order I will inform you of this in writing and will not charge you for the Yoga Retreat. This might be because all places have been taken, or there are unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the Retreat.
- 4. TRAVEL and personal possessions insurance.** You agree to acquire an appropriate level of travel insurance, as applicable to your form of travel, to cover unexpected cancellation, sickness, and damage to/loss of personal possessions.

#### 5. YOUR HEALTH

- 5.1. You are responsible for letting me know if you have any injuries** and you agree to be mindful at all times of your own body's capability during your participation in the sessions that are part of the Yoga Retreat. You undertake to immediately inform me if you experience any discomfort during an activity or believe you may have sustained an injury. If you have any concerns about an exercise during the Yoga Retreat, then you agree that you will stop and let me know.
- 5.2. You agree that it is your responsibility to consult a doctor** with an understanding of yoga, prior to your participation in the Yoga Retreat, to confirm that you are sufficiently fit and healthy to undertake yoga classes and other physical activities that you may choose to do as part of the Yoga Retreat.

#### 6. YOUR RIGHTS TO MAKE CHANGES

- 6.1** Because of the need for me to make up front payments to secure the facilities needed in order to organise the Retreat and to book resources ahead of the Retreat, I am unable to accept any significant changes to your Order once I have accepted it. Should you wish to make a change to your Order please contact me and I will let you know if the change is possible and whether this will affect the price of the Retreat, or anything else which would be necessary as a result of your requested change and I will ask you to confirm whether you wish to go ahead with the change.
- 6.2** Your booking is for the stated period of the Retreat. I can not offer refunds for an unused portion of the Retreat (for example, if your flights are delayed or amended by you or your carrier).

#### 7. MY RIGHTS TO MAKE CHANGES

- 7.1 Minor changes to the Retreat.** I will use all reasonable endeavours not to make any changes to the timing of the Retreat however I reserve the right to make changes to the Retreat in the following eventualities:
- (a)** if there are changes in relevant laws and regulatory requirements that require me to do so; and
  - (b)** to implement minor technical adjustments (including, without limitation, yoga teacher and class times) as well as improvements. These changes should not have any significant effect on the Retreat.
- 7.2 Other changes to the Retreat and these terms.** In addition, I may make the following change to the Retreat, but if I do so I will notify you before the change takes effect:

Accommodation: if your accommodation has to be changed, I will use all reasonable endeavours to provide you with an accommodation of an equivalent standard. If a significant change becomes necessary, I will inform you as soon as reasonably possible.

## 8. PROVIDING THE YOGA RETREAT

**8.1. When I will provide the Yoga Retreat.** I will be providing the Yoga Retreat on the dates specified on the website which can be found at <https://www.astridyoga.ch/thebluemindretreat>

**8.2. I am not responsible for delays outside of my control.** If the Yoga Retreat is affected by an event outside of my control then I will contact you as soon as possible to let you know and I will take commercially reasonable steps to minimise the impact of the event on the Yoga Retreat. Provided I do this I will not be liable for changes caused by the event but if there is a risk of substantial delay you may contact me to end the contract and receive a refund for the Retreat. For the avoidance of doubt, under no circumstances will I be liable for reimbursing you for the costs of your flights or other travel costs and expenses.

**8.3. What will happen if you do not provide required information to me.** I will need certain information from you so that I can provide the Yoga Retreat to you, including for example, [Full name, contact number, email address]. I will contact you in writing to ask for this information. If you do not, within a reasonable time of me asking for it, provide me with this information, or you provide me with incomplete or incorrect information, I may end the contract (see Clause 10.1). I will not be responsible for not providing the Yoga Retreat or any part of the Yoga Retreat if this is caused by you not giving me the information I need within a reasonable time of me asking for it.

## 9. YOUR RIGHTS TO END THE CONTRACT

**9.1. You can end the contract before the Yoga Retreat has commenced.** If you want to cancel this contract for the Yoga Retreat you must provide me with your cancellation notice in writing. My cancellation terms are as follows:

**9.1.1.** If you cancel within 8 weeks of the Yoga Retreat, I will refund you 50% of the price unless you or are able to find an alternative participant to take your place in which event I will refund you 100% of the price, less the cost of the deposit and any unrecoverable administrative costs (by way of example, without limitation, fees charged to us by organisations such as Paypal) within 5 working days.

**9.1.2.** If you cancel within 30 days of the Yoga Retreat I will refund you 30% of the price unless you are able to find an alternative participant to take your place in which event I will refund you 100% of the price, less the cost of the deposit and any unrecoverable administrative costs (by way of example, without limitation, fees charged to us by organisations such as Paypal) within 5 working days.

**9.1.3.** If you cancel your order within 14 days of the Yoga Retreat any refund will be contingent upon you finding an alternative participant to take your place and, in any event, entirely at my discretion where a refund is possible it will be less the cost of any unrecoverable administrative costs (by way of example, without limitation, fees charged to us by organisations such as Paypal) within 5 working days.

**9.2. Cancellation of the Yoga Retreat by us:** If I have to cancel the Yoga Retreat for any reason I will let you know as soon as is reasonably practical of the cancellation and will arrange to refund you the price you have paid less the cost of any transaction fees (by way of example, without limitation, fees charged to us by organisations such as Paypal) within 5 working days.

**9.3. What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at 9.3.1 to 9.3.4 below the contract will end immediately and I will refund you in full less the cost of any transaction fees (by way of example, without limitation, fees charged to us by organisations such as Paypal). The relevant reasons are:

**9.3.1.** I have told you about an upcoming change to the Yoga Retreat or these terms which you do not agree to;

**9.3.2.** I have told you about an error in the price or description of the Yoga Retreat and you do not wish to proceed;

**9.3.3.** There is a risk the Yoga Retreat may be significantly changed because of events outside my control; or

**9.3.4.** You have a legal right to end the contract because of something I have done wrong.

## 10. MY RIGHTS TO END THE CONTRACT:

**10.1. I may end the contract if you break it.** I may end the contract at any time by writing to you if:

**10.1.1.** you do not make any payment to me when it is due and you still do not make payment within seven business days of me reminding you that payment is due; or

**10.1.2.** you do not, within a reasonable time of me asking for it, provide me with information that is necessary for me to provide the Yoga Retreat.

**10.2. You must compensate me if you break the contract.** If you break or breach the contract I may charge you compensation for the net costs I will incur as a result of your breaking the contract.

## 11. IF THERE IS A PROBLEM WITH THE YOGA RETREAT

**11.1. How to tell me about problems.** If you have any questions or complaints about the Yoga Retreat, please contact me. You can contact me by writing to [astrid.fuellemann@gmail.com](mailto:astrid.fuellemann@gmail.com)

**11.2. Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the Yoga Retreat. Nothing in these terms will affect your legal rights:

### Summary of your key legal rights:

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

You can ask us to rectify our services if they are not carried out with reasonable care and skill.  
Our charges for the services must be reasonable.  
Our services must be carried out in accordance with the timescales indicated to you within these terms.

**11.3. My guarantee in addition to your legal rights.** I offer the following goodwill guarantee which is in addition to your legal rights (as described in Clause 8.2 and does not affect them. In the unlikely event there is a material defect in respect of the Yoga Retreat:

**11.3.1.** if remedying the defect is impossible or cannot be done within a reasonable time or without significant inconvenience to you I may, at my discretion, refund a portion of the price you have paid for the Yoga Retreat.

**11.3.2.** in all other circumstances I will use every effort to resolve any defect, without significant inconvenience to you, as soon as I reasonably can.

## **12. PRICE AND PAYMENT**

**12.1. Where to find the price for the Yoga Retreat.** The price of the Yoga Retreat is available on my website at the following link [www.astridyoga.ch/thebluemindretreat](http://www.astridyoga.ch/thebluemindretreat) and is as follows;

- €895 per person for a shared room; initial non-refundable deposit of €180
- €1250 per person for a private room; initial non-refundable deposit of €250

**12.2. When you must pay and how you must pay.**

**12.2.1.** In accordance with condition 3.1.4, you must make payment by following the instructions within my acknowledgement of order email containing the payment details.

**12.2.2.** In order to complete your booking and secure your spot, you must complete payment in the timescales required within the acknowledgement of order email which, for the avoidance of doubt, is within 48 hours of us sending you the acknowledgement of order email.

## **13. MY RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**13.1. I am responsible to you for foreseeable loss and damage caused by me.** If I fail to comply with these terms, I am responsible for loss or damage you suffer that is a foreseeable result of me breaking this contract or my failure to use reasonable care and skill, but I am not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both me and you knew it might happen, for example, if you discussed it with me during the sales process.

**13.2. I do not exclude or limit in any way my liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by my negligence; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Yoga Retreat including that the Yoga Retreat is as described and supplied with reasonable skill and care.

**13.3. I am not liable for any other losses.** I only supply my services for domestic and private use. If you use the Yoga Retreat for any commercial, business or re-sale purpose I will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **14. HOW I MAY USE YOUR PERSONAL INFORMATION**

**14.1.** I will only use your personal information for the reasonable administrative purposes required to facilitate your participation in the Yoga Retreat. I will maintain your personal information in accordance with UK data protection legislation.

## **15. OTHER IMPORTANT TERMS**

**15.1. I may transfer this agreement to someone else.** I may transfer my rights and obligations under these terms to another organisation but if I intend to do so, I will always tell you in writing. If this happens I will ensure that the transfer will not affect your rights under the contract.

**15.2. You may only transfer your rights with my consent.** You may only transfer your rights or your obligations under these terms to another person with my written consent.

**15.3. Nobody else has any rights under this contract.** This contract is between you and Astrid Füllemann. No other person shall have any rights to enforce any of its terms.

**15.4. If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**15.5. Even if I delay in enforcing this contract, I can still enforce it later.** If I do not insist immediately that you do anything you are required to do under these terms, or if I delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent me taking steps against you at a later date. For example, if you fail to make a payment and I do not chase you but I continue to provide the Yoga Retreat, I can still require you to make the payment at a later date.

**15.6. Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Yoga Retreat in the English courts.

**15.7. Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how I have handled any complaint, I will negotiate in good faith to agree to an independent dispute resolution entity and you will be able to submit a complaint to that entity. I will abide by the decision making of the dispute resolution entity we jointly agree to.