

# <u>Terms and Conditions – Retreat Experience – V1</u>

By paying Eaton Manor you are agreeing that you have read these Terms and Conditions and agree to be bound by them.

These Terms and Conditions ("Agreement") govern the relationship between Eaton Manor (referred to as "us" or "we") and the person making the booking (referred to as "you" or "your") who participates in a retreat experience hosted by us. This agreement has been made within England and Wales. Your submission of a booking form constitutes an irrevocable offer to enter into a contract, which will be complete when we have accepted your booking (as distinct from merely acknowledging receipt of your booking request). This acceptance will include a payment, in part or in full by you for your participation unless we have specifically waived this requirement. Any of the terms of this contract may be varied by specific agreement in writing. You must be at least 18 years of age at the time of booking.

#### 1. Eaton Manor

DK Madeley & Son will be hereafter referred to as 'Eaton Manor'.

### 2. Booking and Payment

- **2.1 Booking Confirmation:** A non-refundable deposit of £150 is required on booking to reserve and secure your place. The remaining balance is due 28 days before your arrival, if your booking is made after 28 days before, you must pay the full amount.
- **2.2 Offers**: Only one offer can be applied to your booking.

Payment may be made by credit card, debit card, cheque, or bank transfer. We do not accept American Express.

### 3. Cancellations and Refunds

**3.1 Cancellation by Participant:** When booking a retreat with Eaton Manor, a non-refundable deposit is required as outlined in section 2.1 to secure your reservation. The final balance of the total cost is due in accordance with your individual contract. Once paid, the balance is non-refundable.

You can transfer your booking for an Eaton Manor Retreat to another person if you are unable to attend (for the same dates). It is your responsibility to notify us of this with the details of the person replacing you.

- **3.2 Cancellation by Us:** At Eaton Manor, we strive to provide a rewarding and enriching retreat experience. However, there may be circumstances beyond our control that necessitate the cancellation of a retreat. This policy outlines the conditions under which we may cancel a retreat and the options available to participants in such cases.
  - Natural Disasters Such as earthquakes, floods, hurricanes, or other extreme weather events that may jeopardise participant safety.
  - Political Instability Including wars, civil unrest, or government travel restrictions that affect the retreat destination
  - Health Concerns Such as pandemics, outbreaks of contagious diseases, or health advisories issued by government agencies.

- Insufficient Participation- If the minimum number of participants required for the retreat to proceed is not met.
- Other Unforeseen Circumstances Any other events or conditions that may affect our ability to deliver the retreat as promised.

In the event that we must cancel a retreat, we will notify participants as soon as possible via email or phone.

- **3.3 Refund Options:** Upon cancellation of a retreat by Eaton Manor, participants will be offered the following options:
  - Full Refund Participants will receive a full refund of all payments made for the retreat, including the deposit.
  - Transfer to another retreat Participants may choose to transfer their booking to another retreat of equal or lesser value at no additional cost, subject to availability.
- **3.4 Limitations of Liability:** While we make every effort to notify you promptly and provide alternatives, we are not liable for any additional expenses incurred by participants due to cancellation of a retreat, including but not limited to:
  - Travel arrangements, such as taxi fares
- **3.5 Acts of God:** Acts of God means any unforeseeable event that is beyond the control of Eaton Manor, and shall include, but is not limited to: war, natural or nuclear disaster, fire, epidemics, or terrorist activity. Eaton Manor will not be held liable for any direct or indirect damages resulting from the cancellation. We will communicate openly with participants regarding the situation and any steps we are taking to resolve it.

#### 4. Retreat Inclusions and Exclusions

- **4.1 Inclusions:** The retreat fee includes the following unless otherwise specified:
  - Accommodation for the retreat duration
  - Meals as outlined in the retreat itinerary
  - Workshops and instruction by our experienced facilitators
  - Materials for the art workshops
- **4.2 Exclusions:** The following are not included in the retreat price unless specifically stated:
  - Transportation to/from the retreat location
  - Personal expenses and optional activities
  - Additional meals or beverages not included in the itinerary

## 5. Participant Responsibilities

- **5.1 Behaviour:** We expect all participants to behave in a respectful manner towards fellow guests, facilitators, and local communities. We reserve the right to ask any participant to leave the retreat without a refund if their behaviour is deemed disruptive, harmful, or in violation of our policies.
- **5.2 Health and Safety:** It is essential that you inform us in advance of any medical conditions, allergies, or dietary requirements. You are responsible for your own safety, health, and well-being throughout the retreat. This includes taking all necessary precautions, adhering to local laws and regulations, and following the guidance provided by retreat facilitators.

While we will do our best to accommodate food intolerances, we cannot guarantee that meals served will be free from allergens or cross-contamination. It is your responsibility to always carry any necessary medication with you.

**5.3 Delays to your arrival:** We are not responsible for any delays participants may experience in arriving at the retreat. If you are delayed and miss any part of the retreat, we regret that no refunds or compensation will be provided for the missed portions of the experience. We recommend planning your travel carefully and allowing ample time to avoid any disruptions.

### 6. Changes to the Itinerary

- **6.1 Alterations by Us:** While we make every effort to adhere to the retreat itinerary, we reserve the right to make changes to the schedule, activities, or accommodation due to circumstances beyond our control (e.g. weather, local events, or availability). We will notify participants of significant changes as soon as possible and make alternative arrangements when necessary.
- **6.2 Alterations by Participant:** If you wish to make changes to your booking (e.g. transferring to a different retreat or adjusting your dates), we will do our best to accommodate your request, but additional fees may apply.

### 7. Liability and Waiver

- **7.1 Liability:** You must take all necessary steps to protect and safeguard your personal property. Eaton Manor shall not be liable to the participant or third parties for any accident, damage, loss, injury expense or inconvenience which may be suffered, incurred, arise out of or is in any way connected with the retreat.
- **7.2** Acts of God: We are not liable for any failure or delay performing our obligations under this Agreement where such failure or delay results from causes beyond our reasonable control, including but not limited to acts of God, war strikes, pandemics, or government regulations.
- **7.3 Waiver:** By participating in the retreat, you acknowledge that some activities (e.g. outdoor excursions, art activities) may involve risk. You agree to release and hold harmless Eaton Manor, its employees, agents, and contractors from any claims or liability arising from your participation.

## 8. Intellectual Property

All content supplied to you by Eaton Manor including workshop materials, images, are the property of Eaton Manor. You may not use or reproduce any of this material for commercial purposes without our express written consent. This includes and is not limited to the replication of teaching material and any video footage taken during the workshop.

### 9. Privacy Policy

We are committed to protecting your personal information. We collect only information necessary to process your booking and facilitate the retreat. We will not share your details with third parties without your consent, except as required by law. Our Privacy and Cookies policy can be found on our website. If you would like a copy, please contact us.

#### 10. Governing Law

This Agreement shall be governed by and construed in accordance with English laws without regard to its conflict of law provisions. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### 11. Amendments

We reserve the right to update or modify these Terms and Conditions at any time. Any changes will be communicated to participants and will take effect immediately upon posting on our website.

- **12. Participant Rights:** As a participant purchasing a retreat experience at Eaton Manor:
  - You have the right to transfer your booking to another person if you cannot attend, provided you give us sufficient notice (typically at least 7 days) and subject to any additional costs incurred by the transfer.
  - If significant changes are made to the retreat by us (e.g. major alterations to itinerary or accommodation), you have the right to either accept the changes, receive a full refund, or book an alternative retreat if available.
  - In case of unforeseen circumstances (e.g. acts of God) that prevent the retreat from proceeding, you will be entitled to a full refund of any payments made.

### 13. Photographs and Media Usage

- **13.1 Photographs during the retreat:** By participating in the retreat, you acknowledge that Eaton Manor and its representatives may take photographs, videos, or other media during the retreat that may include your image.
- **13.2 Consent to use:** You grant Eaton Manor the right to use, reproduce, and distribute these photographs or media for commercial and promotional purposes, including but not limited to use on our website, social media platforms, brochures, and other marketing materials. This usage is granted without compensation or prior notice.
- **13.3 Opting Out:** If you prefer not to be photographed or included in media, please notify us in writing prior to the start of the retreat. We will make reasonable efforts to accommodate your request, though complete exclusion from all photographs or videos may not be guaranteed.
- **13.4 Participant use of media:** Participants are welcome to take their own photos and videos during the retreat for personal use but may not use them for commercial purposes without prior written consent from Eaton Manor.

### 14. WhatsApp Group

**14.1** A WhatsApp Group will be created before the retreat to facilitate communication, share important updates, and encourage collaboration among participants.

Participation in the group is entirely voluntary, and members can join or leave at any time.

All participants are expected to engage respectfully and professionally. Harassment, spam, or inappropriate contact will not be tolerated.

**14.2** Members are advised not to share sensitive personal information in the group.

Content shared within the group should be treated as confidential and not disclosed outside the group without consent.

- **14.3** Eaton Manor is not responsible for any disputes or issues that arise from group interactions or information shared within the group. Participants understand they are responsible for their own communication and interactions and participate at their own risk.
- **14.4** The group will be monitored by an administrator from Eaton Manor to ensure adherence to group guidelines. The administrator has the right to remove any member who violates these terms.

This policy is subject to change, and participants will be notified of any significant updates.

By joining the WhatsApp group, participants agree to comply with this policy and its terms.

## 15. Changes by Eaton Manor

We reserve the right to make changes to the retreat itinerary or services, including adjustments due to unforeseen circumstances such as weather conditions. In the event of adverse weather conditions, we will arrange alternative provisions, when necessary, but please note that these may not be of equivalent standard and the overall experience may differ from the original plan.

In addition to weather-related changes, we may update our terms and conditions as needed to reflect operational, legal, or regulatory requirements. If significant changes are made, we will notify participants as soon as possible. We strive to minimise disruptions and ensure your retreat experience remains enjoyable, even if adjustments are required.

16. Complaints
Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, you must contact us immediately to give us the chance to resolve it. We will not make any refunds in respect of complaints made after your departure if you did not make the complaint or the problem known to us during your stay. Every effort will then be made to assist you. We value every booking and want all our visitors to enjoy their stay.