



# Ecstatic Experiences

## Retreat Terms & Conditions

These are the Terms & Conditions that apply to our retreats. Please read them carefully as by booking on our retreat, you become legally bound by these terms.

These Terms shall constitute the entire agreement between Ecstatic Experiences and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The contract and booking is made with, and services will be provided by Ecstatic Experiences. By booking a retreat, you agree to be bound by these Terms & Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms & Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### **BOOKING TRIPS & THE CONTRACT**

All persons wishing to make a booking have carefully read and understand the Terms & Conditions that follow. By making a booking with Ecstatic Experiences, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms & Conditions. A booking is accepted and becomes definite only from the date when Ecstatic Experiences sends a confirmation email, and when you have completed the deposit payment.

### **DEPOSITS**

For all advertised retreats and dates, a non-refundable deposit per person plus submission of our online booking form is required to complete your booking.

You may book a retreat with a deposit until 30 days prior to the retreat start date, after which full payment is required to secure your spot.

The remaining balance of your retreat payment is due 30 days before the retreat begins. We will notify you of the balance due date after your deposit has been processed.

If the final balance is not received by the due date, then your booking cannot be guaranteed and Ecstatic Experiences reserves the right to cancel your booking and forfeit your deposit.

Deposits made on all bookings are non-refundable due to the requirement to purchase non-refundable and non-transferable essentials including but not limited to; accommodation reservations, etc on your behalf to secure your spot on the retreat.

Deposits are paid via WeTravel and can be paid with all major credit cards, Direct Debit or via bank transfer.

## CANCELLATION OF A RETREAT BY THE CLIENT

Any cancellation by a Client must be made in writing (via email) and be acknowledged by Ecstatic Experiences in writing (via email).

We do not offer any refunds under no circumstance. However, in most cases, if you cancel with advance notice (15 days or more), we are able to offer you a credit to use towards a future retreat (within 365 days of the cancelled retreat date).

- Cancellation more than 120 days: 100% credit\*
- Cancellation between 120-61 days: 75% credit\*
- Cancellation between 60-31 days: 50% credit\*
- Cancellation between 30-15 days: 25% credit\*
- Cancellation less than 15 days: no credit

**\*Important:** Percentage is applied on full value of booking, not of amount paid. You may only transfer your booking one time.

## PRICING

All retreat prices shown are per person and are quoted and payable in GBP or EUR.

Ecstatic Experiences is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

Ecstatic Experiences reserves the right to alter the prices of any of the travel arrangements shown on our website. You will be advised of the current price of the travel arrangement you wish to book before your contract is confirmed.

## MEDICAL CONDITIONS & SPECIAL REQUIREMENTS

The Client must inform Ecstatic Experiences on our registration form of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel, including medications you are currently taking. Failure to notify us may result in the Client being refused certain activities during the retreat at the Client's own expense. Some retreats may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions, please email if you have concerns.

It is absolutely vital that you are accurate with your fitness level and medical conditions for your own safety.

Ecstatic Experiences will do its best to meet special requests including dietary or physical limitations but such requests may not always be possible depending on the retreat, in which case Ecstatic Experiences reserves the right to refuse Clients with certain conditions.

Ecstatic Experiences will do its best to meet Client's special requests including dietary, but such requests do not form part of the Contract and therefore Ecstatic Experiences is not liable for not providing these requests.

As a client, you **MUST** carry medical insurance. Medical facilities vary from country to country and Ecstatic Experiences will do its absolute best to bring you to a proper medical facility as needed, but makes no representations and gives no warranties in relation to the standard of such treatment.

## **FINAL PAYMENTS**

For all retreats, the payment of the final balance of the retreat price is due 30 days prior to the retreat start date in the currency advertised.

If a booking is made within less than 30 days, your deposit including full payment will be required at your initial sign-up.

If the final balance is not received by the due date and there is no concise reason as to why, Ecstatic Experiences reserves the right to treat the Client's booking as cancelled.

Please ensure Ecstatic Experiences is on your contact list so our emails don't go to your junk folder!

## **CANCELLATION OF A RETREAT BY ECSTATIC EXPERIENCES**

Ecstatic Experiences reserves the right to cancel any retreat for any reason, but will not cancel a retreat except for unusual or unforeseen circumstances outside our control. When a retreat is cancelled by Ecstatic Experiences before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

- Transfer their deposit to another retreat taking place within one calendar year, or:
- Receive a full refund of all monies paid under the contract as soon as possible.

Ecstatic Experiences is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate retreat of a higher value than that originally booked, then the Client must pay the difference in price.

## **AIRFARE**

Ecstatic Experiences retreats do not include national or international airfare. We strongly recommend you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

## **TRAVEL & HEALTH INSURANCE**

Ecstatic Experiences recommends Clients obtain travel medical insurance. This insurance must cover personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance and repatriation.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client during travel. Ecstatic Experiences shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a train, bus, or other mode of transportation, publicly owned or operated by Ecstatic Experiences or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. Ecstatic Experiences cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Ecstatic Experiences such as hotels, huts, expedition vehicles, or any other mode of transportation.

The Client acknowledges that the cost of Ecstatic Experiences retreats do not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

## **TRAVEL DOCUMENTS**

Valid Passport: The Client must be in possession of a valid passport required for entry, departure and travel to retreat destinations (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the retreat and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by Ecstatic Experiences regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client and Ecstatic Experiences is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

## **CLAIMS & COMPLAINTS**

If a Client has a complaint against Ecstatic Experiences, the Client must first inform the Retreat Leader or Organiser at the earliest opportunity to allow the grievance to be rectified. Failure to indicate dissatisfaction whilst on retreat will result in the Client's ability to claim compensation from Ecstatic Experiences being extinguished or at least reduced. If satisfaction is still not reached through these means on retreat then any further complaint must be put in writing to Ecstatic Experiences within 7 days of the end of the trip.

## **CLIENT RESPONSIBILITY**

The Client acknowledges he or she may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in their daily life. By booking travel with Ecstatic Experiences, the Client acknowledges they have considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges, and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact prior to embarkation with their local embassy or consulate at the trip destination.

## **SUPPLIERS & INDEPENDENT CONTRACTORS**

Hotels/accommodation, shuttle services, excursions or other elements of Ecstatic Experiences retreats may be arranged by Ecstatic Experiences with local suppliers who may themselves engage the services of local operators and/or sub-contractors. Ecstatic Experiences will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of Ecstatic Experiences will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither Ecstatic Experiences nor any carrier is liable for independent contractors.

## **SAFETY & TRIP ENJOYMENT**

We take your safety and well-being very seriously, which is why we partner with trained professionals for our all of domestic and international retreats. However, you are ultimately responsible for your safety. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by the Ecstatic Experiences Retreat Leaders and/or team members and instructions given by them.

Ecstatic Experiences reserves the right to prohibit any Client from continuing on a retreat with no right of refund if, in our opinion, that Client's actions pose a threat to the safety of them, others, or to the wildlife, or if that Client's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others. The decision of the Ecstatic Experiences Retreat Leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip. All Clients must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and Ecstatic Experiences will not accept responsibility or liability for any Client who contravenes any laws or other regulations of any country visited.

## **HEALTH & FITNESS**

Ecstatic Experiences retreats should not be overly strenuous for people who are healthy and reasonably fit. If you (or anyone on whose behalf you are booking) are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the retreat, you must advise us of this at the time of booking. If your health or fitness changes between the time of booking and your trip departure date, you must notify the Ecstatic Experiences team of these changes before the retreat starts.

## **PHOTOS, VIDEO AND CONTENT CREATION**

In the course of participation in an Ecstatic Experiences retreat, photos or video may be taken by participants, the team and professional photographers. These images may be used in any Ecstatic Experiences promotional materials, website, all social media platforms (i.e. Instagram), etc., unless Clients specifically request to the photographer or in writing to Ecstatic Experiences, to not use any material your image is depicted in. Otherwise, permission is granted to Ecstatic Experiences to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

## **DATA PROTECTION**

To ensure that retreats run smoothly, Ecstatic Experiences need to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Clients to Ecstatic Experiences, and also pass on such information to other outfitters or suppliers involved in the operation of the retreat. Ecstatic Experiences will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to outfitters or suppliers responsible for the retreat. By completing the Ecstatic Experiences Retreat Booking Form, Clients consent to this information being transferred as required.

## **LIABILITY**

Ecstatic Experiences is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Ecstatic Experiences and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised

including (but not limited to) an event of force majeure; or any event which Ecstatic Experiences and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that Ecstatic Experiences is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract, then Ecstatic Experiences limits its liability.

## **ACCEPTANCE OF RISK**

The Client acknowledges that the nature of the retreat is physical exercise and may involve a certain amount of personal risk, the most common being sprained ankles and foot injuries. The Client hereby assumes all such risk and does hereby release Ecstatic Experiences from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

## **SEVERABILITY**

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms & Conditions to survive and continue as binding.

## **SUCCESSORS & ASSIGNS**

These Terms & Conditions shall inure to the benefit of and be binding upon Ecstatic Experiences and the Client and their respective heirs, legal personal representatives, successors and assigns.

## **APPLICABLE LAW**

The Contract and these Terms & Conditions are subject to the laws of England, United Kingdom.

## **WAIVER OF BOOKING CONDITIONS**

These Booking Terms & Conditions may only be waived or amended by written mutual consent. When a Client completes, submits and makes the payment for booking their place for a retreat, they agree to accept all these conditions, and when the booking is accepted, Ecstatic Experiences agrees to carry out the obligations as defined therein.

## **UPDATING OF TERMS & CONDITIONS**

Ecstatic Experiences reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on Ecstatic Experiences' current retreat booking pages.

**If you have any questions or concerns, please email us at [renee@ecstatic-experiences.com](mailto:renee@ecstatic-experiences.com)**