

Terms & Conditions

All retreat participants must make themselves aware of the terms & conditions & accept the risks associated with the course activities, each guest must be responsible for taking out the appropriate personal accident, holiday, cancellation & Covid cover insurance policy for the full duration of their chosen retreat, this is a non negotiable condition when booking one of our retreats of Yoga Holidays.

If you do not already have a comprehensive travel policy with Covid cover in place prior to making your retreat / holiday reservation, we strongly advise that you do take out a policy as soon as you book your retreat / holiday.

Yoganess Ireland and all associates and employees, known & referred to hereafter as Yoganess accepts bookings subject to the following conditions as laid out below.

INTERPRETATION & DEFINITION:

In the agreement unless otherwise specified the following expressions refer to the following meanings.

Booking – The booking made by the client with Yoganess & as set out on the Yoganess booking form.

Booking Form – The booking form produced by Yoganess to be completed by the client when & upon making a booking with Yoganess.

Contract – The contract between the client & Yoganess under which the services are provided by Yoganess to the client.

Client – The person, business or company who makes the booking with Yoganess. All individuals to whom the services are provided by Yoganess must be of a minimum age of 18 years. Under special agreement Yoganess may consider offering a retreat place to

a person between the ages of 16 & 18, however this would only be the case with a written acceptance by Yoganess & with special terms & conditions attached, the guest must agree to comply with any & all special conditions & this will include being accompanied by an appropriate adult who assumes full responsibility for the minor.

Payment – The total fee will be due for payment strictly 8 full weeks in advance of the retreat / course commencement date.

Fee – The amount payable to Yoganess under the contract.

Deposit – A deposit payment of €500 per person will be required to reserve each place at the retreat. This deposit can be paid as a lump sum or assimilated into monthly payments.

Force Majeure / Special Circumstances – Any act, event, omission or accident beyond Yoganess' reasonable control including but in no way limited to Act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, pandemic, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or subcontractors, strikes, lock-out's, or other industrial disputes, failure of a utility service or transport network.

Major Change – A change in the date or over 80% of the content of the service. The exception being under "special circumstances".

Recordings – Photographs, videos, or any other audio visual recordings taken of the clients during the provision of the services.

Wording importing the singular meaning shall include the plural meaning & vice versa.

All wording within the booking conditions is generalized & any reference to any gender includes the other genders.

The headings in these conditions are for convenience only & shall not affect their interpretation.

ACCEPTANCE:

A contract for the services is made between Yoganess & the client upon the issue of a formal written confirmation (e-mail) of booking by Yoganess,

The contract is subject to these booking conditions which the client has been deemed to have read & fully understood. These booking conditions can only be varied by written agreement between Yoganess & the client.

SERVICES:

The activities & services provided by Yoganess to the client under the terms of the contract & service shall be construed accordingly.

BOOKING:

To place a booking with Yoganess, Yoganess requires a completed booking form together with the payment of a deposit fee in the sum of €500.00 per person.

If a booking is made by telephone, e-mail or facsimilie, the client shall be deemed to have read & fully understood these conditions & signed the declaration on the booking form. All bookings are provisional & are only confirmed when the deposit payment has cleared Yoganess's bank account & a formal email confirmation has been sent to the client detailing their formal reservation confirmation, the retreat date & program chosen, retreat reservation notes & information which include details of the retreats complimentary airport transfer service, plus guest questionnaire.

After a reservation has been made by the client, the client should not book their preferred flights until the reservation has been confirmed by Yoganess in the form of a formal confirmation sent via email which will include: formal confirmation of the retreat date & program chosen, retreat reservation notes & information which include details of the retreats complimentary airport transfer service, plus guest questionnaire.

Yoganess reserves the right to decline any booking at their discretion.

FEE & PAYMENT TERMS:

The fee payable at the time of booking shall include the planning, organizing & delivery of the proposed services.

Upon the successful payment of the retreat fee by the client a contract is formed for the agreed program to be delivered, If the client wishes to alter any aspect of the program additional reasonable costs may be levied by Yoganess at their discretion.

The full retreat fee is due six weeks before the commencement of the course & should;d be paid in full no later than 4 weeks before the commencement of the course unless agreed otherwise in writing / via email prior to / upon confirmation of booking.

In the event that the balance is not paid in the specified time frame Yoganess will have the discretion to treat the booking as cancelled by the client & to re-sell the course place, the fee paid by the client will be retained by Yoganess.

Yoganess will charge a late payment fee to those guests who do not pay in full within the time frame specified in the payment terms & conditions, the late payment fee will be charged at €50.00 per person.

Should a guest not pay in full within 14 full days in advance of a retreat start date then Yoganess will have the right to cancel the reservation without notice or compensation, in this case no refund will be due.

RESPONSIBILITIES OF THE CLIENT:

The fee does not include travel to & from the retreats location at which the proposed services shall be provided & this shall be the sole responsibility of the client unless otherwise agreed in writing with Yoganess.

The client is responsible for their own personal medical needs / requirements, clothing & footwear for the duration of the services unless otherwise agreed in writing with Yoganess.

It is the client's responsibility to inform Yoganess in writing of any past, present or potential health issues that may make them unsuitable to participate in the services agreed, failure to disclose any such information may result in Yoganess terminating the contract & withdrawing the client from the services without refund, notwithstanding conditions of cancellation by Yoganess. If a letter of suitability is required from a guests medical professional then this must be sent to & received by Yoganess a minimum of 7 days prior to a retreats start date.

It is the sole responsibility of the client to ensure that the balance for the cost of their retreat place is paid in full & on time as per the terms set out by Yoganess.

It is the clients sole responsibility to ensure that they have purchased comprehensive & appropriate travel & medical insurance for the full duration of their retreat, this should include but not be limited to: personal accident, holiday & cancellation insurance for the full duration of the retreat, please note that purchasing / putting in place this type of insurance is a condition of booking a Yoganess retreat/s.

The full retreat fee is payable six weeks before the commencement of the retreat / course unless agreed otherwise on confirmation of booking. It is the sole responsibility of the client to ensure that their payment is made on time & by the due date, as per the

terms & conditions, Yoganess do not chase guest payments or send payment reminders.

MEDICAL & HEALTH:

All clients using Yoganess services should be aware that when participating in any exercise or exercise program, there is the possibility of physical injury. In making a reservation / booking with Yoganess, you agree to assume such risk & agree to release & discharge Yoganess from any & all claims for liability, injury, loss & or damage arising from your participation in our services.

If you have any medical condition/s that may make you unsuitable to participate & or may impact on your participation in Yoganess services, you are required to notify us of them in full prior to making your reservation / booking.

If Yoganess or any member of the Yoganess team believe that your health or safety is at risk or if you have failed to disclose to Yoganess in writing any illness, injury or any previous or current medical or health condition / reason that could potentially impact on your ability to participate in Yoganess services, this could result in Yoganess's refusal to allow you to participate in all / part of the services. In such a situation, your contract may be terminated by Yoganess at the sole discretion of Yoganess without refund or compensation.

Subject to prior notification to the contrary in writing by the client to Yoganess, the client must confirm that he / she is of good mental & physical health & not aware of any reason why they may not be unable & or unsuited to participate in Yoganess's services & or may be likely to suffer illness or injury whilst participating in the services provided by Yoganess.

It is always advisable to consult with a Doctor prior to beginning any type of exercise program / regime.

We strongly recommend that when choosing a comprehensive travel insurance that the cover includes personal accident, cancellation insurance plus full Covid cover for all Covid related eventualities & that it also includes cover for all of Yoganess's terms & conditions, including but not limited to those regarding amendment or cancellation charges & that such insurance is purchased immediately upon making your retreat reservation with Yoganess.

VARIATIONS & AMENDMENTS:

Yoganess reserves the right to change any price or other particulars of the services before the contract becomes binding.

If there is a major change Yoganess shall notify the client forthwith, Yoganess shall seek to offer the client arrangements as close to the original as it is reasonably possible in the circumstances. If there is any other change other than a major change Yoganess is not obliged to inform the client in advance or obliged to pay any compensation. If changes are made by the venue Yoganess cannot be held responsible for any such changes which are out of their control.

COMPLIMENTARY GROUP AIRPORT TRANSFER SERVICE – SMALL GROUP RETREATS:

The retreat offers a complimentary return private group airport transfer service, the service is offered on official arrival & departure days only & only at set times,

CANCELLATION BY THE CLIENT:

If the client wishes to cancel the reservation / contract they must advise Yoganess in writing / via confirmed email as soon as reasonably possible. Any cancellation of the contract will be subject to the following cancellation charges. For the avoidance of doubt the cancellation charges are based on the number of days before the arrival date of the services.

Date of cancellation – Cancellation charge

Less than 8 weeks – 100% of the cost of the retreat will be retained by Yoganess Ireland

Prior to 8 weeks – 100% of the cost of the retreat **Minus €500** booking deposit will be retained by Yoganess Ireland

If you the client do not provide Yoganess with the required notice of cancellation or cancel / do not respond to our attempts to contact you within 8 weeks of a retreat & do not attend to participate in our services, you will remain liable for 100% of the cost of the retreat / any fees due.

Refunds are made minus any applicable / relevant bank charges or card payment fees, Bank transfer refunds are made in either Euros. Refunds are made minus any third party commissions where applicable.

Airport transfer service cancellation:

If a guest has requested Yoganess to organise an airport transfer service for their arrival or departure (private car & driver, taxi, private microbus, shuttle) but then wishes to cancel this service a minimum of 48 hours notice is required, notice is required in writing

via email & if not given the guest will be liable for the full cost of the requested transfer service.

CANCELLATION BY Yoganess Ireland

Yoganess will always endeavour to fulfil confirmed bookings, however Yoganess do reserve the right to cancel a scheduled retreat date or an individual booking / reservation . If Yoganess cancels a booking prior to the commencement of the services the client will be offered a full refund of all monies paid by the guest up to that point for the specified reservation. Guests will be notified of cancellation at the earliest possible time.

*The exception being that: if the cancellation is due to “special circumstances” which are beyond the control of Yoganess.

ASSIGNMENT:

The contract may be assigned by the client to a third party subject at all times to conditions.

The client is unable to assign or transfer the contract to a third party without the prior written consent of Yoganess ireland, if the client wishes to assign their contract, they must give notice in writing providing the full name, address & contact details of the third party. Yoganess shall then advise in writing as to if it consents to the assignment as soon as is reasonably possible. Yoganess reserves the right to refuse an assignment to a third party at any time & without reason, If subsequently a client has to cancel due to Yoganess refusing the assignment to a third party then the cancellation charges under cancellation by the client shall apply.

Yoganess may assign or sub contract to any third party the performance of any of its obligations under the contract without consent of the client.

SERVICES:

Yoganess reserves the right to alter the content of the services at any time without notice to the client due to certain factors, including, but not limited to the weather, staff, & any physical fitness of the clients.

Any information on / about our services published by Yoganess for its literature & web site is designed for illustrative purposes only.

If the client elects not to participate in any of the services being provided, Yoganess has no obligation to provide an alternative activity or service & the client will not be entitled to a refund.

If Yoganess believes that a client's health & safety is at risk, or a client has failed to disclose any relevant health information in accordance with our terms & conditions, Yoganess may at its absolute discretion make decisions affecting the client & where necessary may terminate the contract immediately.

The client must refrain from any illegal act or any conduct physical or verbal which may offend or cause danger or damage to any person or property. If Yoganess or any of its team, venue staff, consultants or agents become aware of any such action then Yoganess or any of its team, venue staff consultants or agents may at their absolute discretion have the client immediately removed from any property or facility without refund or compensation. Yoganess will have no liability whatsoever to the client under such circumstances.

EXTRA COSTS: costs incurred by guests while at the retreat

Additional nights, additional therapies, additional meals, snacks etc will be the responsibility of the client.

Failure of a guest to settle their account (extras) in full prior to departure & as set out by the retreat director will result in the guests credit card being charged for the appropriate amount, in addition an administration fee equal to 25% of the total unpaid bill will be added to the charge.

If a guest has a query / feels that there is a discrepancy with any additional charges then they must make this known to the retreat director by 6.00pm / 18.00 at the latest on the last full day of the retreat either in person or via email. The last full day will be deemed to be the last full retreat day prior to the retreat's official departure day.

COMPLAINTS:

If there is a problem during the retreat / services, the client must report it in the first instance to Nessa Feehan or Kate Ryan. Yoganess Ireland will ensure all efforts are made to resolve the problem promptly & effectively. In the unlikely event that the problem can not be resolved & the client wishes to make a complaint then the client must notify Yoganess in writing within 7 days of the end of the services / retreat. Failure

to provide notice of the complaint in accordance with the above will preclude the client from being entitled to take any further action against Yoganess.

VENUE:

Accommodation

Yoganess offer accommodation based in a boutique Hotel for retreat durations of 9 nights. Accommodation is in double/twin rooms and a single supplement is payable upon booking

If a guest requests additional night/s at the venue, it must be understood that they will be provided strictly on an accommodation only basis, & additional nights will not include any of the services provided during the retreat.

Each additional night will be charged at the appropriate rate & must be paid to Yoganess Ireland in advance of departure.

The venue has a check out policy which requires guests to vacate their suites on the agreed day of departure by no later than 11.00 am.

ADDITIONAL NIGHT/S REQUIRED BY A GUEST AT THE VENUE:

If a guest requests to stay for an additional night/s at the retreat venue then Yoganess will request the additional nights on behalf of the guest, all payments should be made to Yoganess Ireland in advance of departure. It should be clearly understood by the guest that the additional night/s are offered strictly on an accommodation only basis.

LIABILITY:

None of the exclusions & limitations in these conditions are intended to limit any rights the client may have under statute or common law which may not be excluded, nor in any way to exclude or limit liability to the client for personal injury or death resulting from Yoganess negligence or that of its employees or agents, or for any liability incurred as a result of fraud or fraudulent misrepresentation by Yoganess.

The client understands that attending any activity or service provided by Yoganess involves some level of risk. These risks include but are not limited to physical injury or

even death. By attending any activity or service provided by Yoganess the client agrees to assume these risks & agrees to release & discharge Yoganess & its Directors, employees & agents from any & all claims for liability.

Neither Yoganess nor any of its Directors, employees or agents will be liable for any loss or damage to any personal property or vehicle belonging to the client during the services.

Neither Yoganess nor any of its Directors, will be liable for any noise or disturbance caused inside or outside of the retreats venues & which is beyond their control.

***It is the sole responsibility of the client to purchase full & adequate medical, personal injury & holiday insurance for the full duration of their stay with Yoganess.

All guests must refrain from any illegal act or any conduct unbecoming a retreat guest, conduct or language which may give offence to a team member or guest or any act which may cause damage to property. If Yoganess or any of its staff, consultants or agents become aware of any such act / conduct then Yoganess & its agents may, at their absolute discretion, ask the client to leave the premises, property or facility, this will be without refund or compensation to the guest, in these circumstances Yoganess will have no further responsibility or liability to the guest.

MEDIA:

Yoganess Ireland will take photos and video for promotional purposes on retreat. It is your right to opt out of these photos and request your image is not used for such purposes. IF you wish to do so, please inform yoganess Ireland in writing,

COPYRIGHT:

Yoganess reserves all copyright which may subsist in the products of, or in connection with, the provision of all activities, services or facilities. Yoganess Ireland reserves the right to take such actions as it deems appropriate or necessary to restrain or prevent infringement of such copyright.

LAW & JURISDICTION:

These terms & conditions shall be governed & construed in accordance with Irish law, & the parties shall submit to the non exclusive jurisdiction of the Irish Courts.

PRIVACY POLICY:

Yoganess are committed to protecting & respecting your privacy.

USE OF DATA:

Any personal data that you submit will be retained by Yoganess for as long as you use the services & systems provided on the web site. Financial data you submit will not be stored or recorded.

Unless we are obliged or permitted by law to do so, & subject to clause, third party web sites & services your data will not be disclosed to third parties.

All personal data is stored securely in accordance with the principles of the Data Protection Act 1998.

Any or all of the above data may be required by us from time to time in order to provide you with the best possible service & experience whilst using our web site, specifically data may be used by us for the following;

- Internal record keeping.
- To help to improve our products & services.
- To transmit via e-mail details of our products & services which may be of interest to you.
- Contact for market research purposes, which can include e-mail, telephone, postal mail.

THIRD PARTY WEB SITES & SERVICES:

Yoganess may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising & marketing. The providers of such services do have access to certain personal data provided by users of this web site.

YOUR RIGHT TO WITHHOLD INFORMATION:

You may access certain areas of the web site without providing any data at all, however, to use all services & systems available on the web site you may be required to submit account information or other data.

You may restrict your internet browsers use of cookies.

COOKIES:

Yoganess may set & access cookies on your computer to enable us to; estimate our audience size & pattern, store information about your preferences, speed up your searches, and recognize you when you return to our site.

A cookie is a small file which resides on your hard drive, & often contains an anonymous unique identifier & is accessible only by the web site that placed it there, not any other sites.

You may delete cookies, however you may lose any information that enables you to access the web site more quickly.

You can choose to enable or disable cookies on your web browser, by default your browser will accept cookies, however this can be altered. For further details consult the help menu of your browser. Disabling cookies may prevent you from using the full range of services available on the web site.

CHANGES TO THIS POLICY:

Yoganess reserves the right to change this privacy policy as we deem necessary, or as may be required by law. Any changes will be posted on the web site & you are deemed to have accepted the terms of the policy on your first use of the web site following the change/s.

DATA COLLECTED:

Without limitation, any of the following data may be collected;

Name, date of birth, gender, job title, profession, contact information such as e-mail addresses & telephone numbers, demographic information such as post code, preferences & interests. IP address (automatically collected) web browser type & version (automatically collected) operating system (automatically collected) a list of URL's starting with a referring site, your activity on this site, & the site you exit to (automatically collected) & cookie information (see above).

DEFINITIONS & INTERPRETATION (in this policy the following terms shall have the following meanings)

Web site means the web site that you are currently using www.theultimateretreatcompany.com & any sub domains of this site unless expressly excluded by their own terms & conditions.

User / Users means any third party that accesses the web site & is not employed by Yoganess & acting in the course of their employment.

System means any online communications structure that Yoganess makes available via the web site either now or in the future. This includes but is not limited to, web based email, message boards, live chat facilities & e-mail links.

Service means collectively any online facilities, tools, services or information that Yoganess makes available via the web site either now or in the future.

Yoganess Ireland

Data means collectively all information that you submit to the web site, this includes but is not limited to; account details & information submitted using any of our services or systems.

COOKIE means a small text file placed on your computer by Yoganess when you visit certain parts of its web site, this allows us to identify returning visitors & to analyze their browsing habits within the web site. Where e-commerce facilities are provided cookies may be used to store your shopping basket.

CONTENT means any text , graphics images, audio, video, software, data compilations, & any other form of information capable of being stored in a computer that appears on or forms part of this web site.

ACCOUNT means collectively the personal information, payment information & credentials used by users to access material & / or any communications systems on the web site.

To be used at some point in communication with clients.

Insurance

Please ensure that you have taken out adequate insurance to cover airline tickets, or loss of luggage, or the retreat fee due to any unforeseen accident, event or illness.

Things happen

No matter how well you plan your retreat and travel arrangements, things can go wrong due to weather, illness, injury, flight cancellations, emergencies with other family members or other unforeseeable circumstances.

Please be aware that if you cannot attend or have to arrive later, or leave earlier than your booking details that no refunds are due no matter what the reason.

CANCELLATION POLICY FOR RETREATS

All residential retreats include a non refundable administration booking fee of €500 (even if paid in instalments)

If you cancel your spot on a retreat 3 months (or more) prior to the start date of the retreat, the full cost of the retreat minus the €500 will be refunded.

If you cancel less than three months and up to thirty (30) days in advance we will refund you the the full cost of the retreat minus the €500 ***IF WE SUCCESSFULLY FILL YOUR SPOT ON THE RETREAT***

Cancellations within 30 days of the start date are not eligible for a refund.

However, we understand life can place all manner of unexpected events in our path. You are always welcome to transfer or gift your spot to a friend or family member, Just contact us with their details and we can register them.