

# YOGANESS IRELAND

## RETREAT TERMS & CONDITIONS

Kerala Yoga & Ayurveda Retreat – March 2027 - Updated June 3rd 2026

### 1. INTRODUCTION

These Terms & Conditions apply to all bookings made with Yoganess Ireland ("Yoganess", "we", "our" or "us"). By making a booking, the participant ("Client", "Guest" or "you") confirms that they have read, understood and accepted these Terms & Conditions.

Participation in any retreat organised by Yoganess Ireland is conditional upon acceptance of these Terms & Conditions.

### 2. DEFINITIONS

**Booking:** The reservation made by a Client with Yoganess Ireland.

**Contract:** The agreement between Yoganess Ireland and the Client for the provision of retreat services.

**Client / Guest:** The individual making the booking and participating in the retreat.

**Deposit:** The non-refundable booking fee of €500 per person required to secure a retreat place.

**Fee:** The total retreat price payable by the Client.

**Force Majeure:** Any circumstance beyond the reasonable control of Yoganess Ireland including but not limited to natural disasters, pandemics, epidemics, war, terrorism, government restrictions, industrial disputes, transportation disruption, adverse weather, supplier failure, civil unrest or Acts of God.

**Major Change:** A significant change affecting the retreat dates or a substantial portion of the retreat programme.

**Retreat:** The retreat, holiday, workshop, course or programme organised by Yoganess Ireland.

### 3. ELIGIBILITY

Participants must be at least 18 years of age.

Participants aged 16–17 years may only attend with the prior written approval of Yoganess Ireland and must be accompanied by a parent or legal guardian who accepts full responsibility for them.

## **4. BOOKING & CONFIRMATION**

A booking is considered provisional until:

- A completed booking form has been received.
- The required deposit has been paid.
- Written confirmation has been issued by Yoganess Ireland.

Yoganess Ireland reserves the right to refuse any booking at its discretion.

Guests should not book flights or make travel arrangements until written confirmation of their retreat place has been received.

## **5. FEES & PAYMENT TERMS**

A non-refundable deposit of €500 per person is required to secure a retreat place.

The remaining balance must be paid in full no later than eight (8) weeks before the retreat start date unless otherwise agreed in writing.

Failure to pay the balance by the due date may result in cancellation of the booking without refund.

Yoganess Ireland reserves the right to charge a late payment administration fee of €50.

If full payment has not been received fourteen (14) days before the retreat start date, Yoganess Ireland reserves the right to cancel the booking without refund.

## **6. TRAVEL INSURANCE (MANDATORY)**

Comprehensive travel insurance is a mandatory condition of booking.

Your insurance policy must include, at a minimum:

- Medical expenses
- Emergency repatriation
- Personal accident cover
- Cancellation and curtailment cover

- Travel disruption cover
- Loss or theft of luggage
- Covid-19 related travel disruption and medical cover (where available)

Insurance should be purchased immediately after booking.

Failure to obtain adequate insurance is entirely at the Client's own risk.

## **7. RESPONSIBILITIES OF THE CLIENT**

Clients are responsible for:

- Arranging their own flights and travel documents.
- Ensuring passports, visas and entry requirements are met.
- Paying all retreat balances on time.
- Providing accurate medical information.
- Obtaining suitable travel insurance.
- Arriving at the retreat on the designated arrival date.

Any costs associated with travel, visas, passports, vaccinations or medical treatment remain the sole responsibility of the Client.

## **8. HEALTH, WELLNESS & AYURVEDA DISCLAIMER**

All yoga classes, movement sessions, breathwork practices, meditation sessions, wellness consultations, Ayurvedic treatments, therapies, workshops and related activities are offered solely for educational, recreational and wellbeing purposes.

Yoganess Ireland, its teachers, facilitators, consultants, therapists and agents do not provide medical advice, diagnosis or treatment.

Nothing offered during the retreat should be considered a substitute for professional medical care.

Guests should consult their healthcare provider before participating in the retreat or undertaking any new exercise programme, therapy, treatment or dietary change.

## **9. MEDICAL DISCLOSURE**

Clients must disclose any medical condition, injury, allergy, dietary restriction, medication or other health issue that may affect their participation.

Failure to disclose relevant information may result in refusal of participation or removal from activities without refund.

Yoganess Ireland reserves the right to request medical clearance from a qualified healthcare professional before participation.

## **10. ASSUMPTION OF RISK**

Participation in retreat activities involves inherent risks.

These may include:

- Physical injury
- Muscle strains and sprains
- Falls and accidents
- Travel-related incidents
- Swimming pool incidents
- Allergic reactions
- Food-related illness
- Adverse reactions to Ayurvedic treatments
- Exposure to communicable illnesses
- Emotional or psychological responses

Participation is voluntary and entirely at the Client's own risk.

## **11. EMERGENCY MEDICAL TREATMENT**

In the event of illness or injury, the Client authorises Yoganess Ireland to arrange emergency medical assistance where reasonably necessary.

Any associated costs, including medical treatment, transport, evacuation or hospitalisation, remain the responsibility of the Client and/or their insurer.

## **12. TRAVEL ARRANGEMENTS & FLIGHTS**

Retreat fees do not include flights unless expressly stated otherwise.

Yoganess Ireland acts solely as the organiser of the retreat programme and is not responsible for airline services, airport operations, travel disruptions or visa requirements.

Guests should not make travel arrangements until their booking has been formally confirmed.

## **13. THIRD-PARTY SUPPLIERS**

Retreat services may involve independent third-party providers including:

- Hotels
- Transportation providers
- Ayurvedic practitioners
- Excursion operators
- Guides
- Activity providers

Yoganess Ireland is not liable for the acts, omissions, insolvency, delays or failures of third-party suppliers.

## 14. VARIATIONS & AMENDMENTS

Yoganess Ireland reserves the right to make reasonable changes to retreat programmes, schedules, teachers, activities, venues or accommodation where necessary.

Where possible, Clients will be notified of significant changes.

Minor changes shall not entitle the Client to compensation or refund.

## 15. COMPLIMENTARY AIRPORT TRANSFERS

Where complimentary group airport transfers are offered, they are available only on designated arrival and departure dates and at specified times.

Guests arriving outside these times may be responsible for arranging and paying for their own transport.

## 16. CANCELLATION BY THE CLIENT

All retreat bookings include a non-refundable booking fee of €500 per person.

### **More than 90 days before arrival**

- Refund of monies paid less €500.

### **Between 90 and 30 days before arrival**

- Refund less €500 only if the cancelled place is successfully filled by another paying participant.

### **Less than 30 days before arrival**

- No refund.

No refunds will be issued for:

- Late arrival
- Early departure
- Failure to attend
- Unused services
- Travel disruption
- Illness
- Injury
- Family emergencies

Comprehensive travel insurance is therefore essential.

Clients may request to transfer their booking to another person, subject to written approval by Yoganess Ireland.

## **17. CANCELLATION BY YOGANESS IRELAND**

Yoganess Ireland reserves the right to cancel any retreat.

If Yoganess Ireland cancels a retreat, guests will receive a refund of monies paid directly to Yoganess Ireland.

Yoganess Ireland shall not be responsible for flights, accommodation, visas, insurance policies or other travel-related expenses.

No compensation shall be payable where cancellation arises from Force Majeure or circumstances beyond our reasonable control.

## **18. RETREAT VIABILITY**

Yoganess Ireland reserves the right to cancel a retreat if minimum participant numbers are not achieved.

In such circumstances, all monies paid to Yoganess Ireland will be refunded.

## **19. INTERNATIONAL RETREAT CONDITIONS**

International retreats may require changes due to local conditions, weather, government requirements, supplier availability, transportation issues or safety considerations.

Yoganess Ireland reserves the right to make reasonable modifications where necessary.

## **20. CONDUCT & BEHAVIOUR**

Guests must behave respectfully towards retreat staff, teachers, venue personnel and fellow participants.

Yoganess Ireland reserves the right to remove any participant whose behaviour is unsafe, disruptive, offensive, illegal or detrimental to the wellbeing of others.

No refund will be provided in such circumstances.

## **21. ACCOMMODATION & VENUE**

Accommodation is provided as detailed in the retreat description.

Room allocations are subject to availability.

Any additional nights requested are accommodation-only unless otherwise stated and must be paid for in advance.

Guests must comply with venue policies throughout their stay.

## **22. EXTRA COSTS**

The retreat fee does not include:

- Additional nights
- Additional therapies
- Optional excursions
- Personal purchases
- Snacks outside included meals
- Laundry services
- Personal expenses

Guests are responsible for settling all additional charges prior to departure.

## **23. COMPLAINTS**

Any issue arising during the retreat should be reported immediately to the retreat hosts.

Formal complaints must be submitted in writing within seven (7) days of the retreat end date.

Failure to do so may affect our ability to investigate and resolve the matter.

## **24. LIABILITY**

Nothing in these Terms & Conditions excludes liability for death or personal injury caused by negligence, fraud or any liability that cannot legally be excluded.

Subject to applicable law, Yoganess Ireland's total liability shall not exceed the total retreat fee paid by the Client.

Yoganess Ireland accepts no responsibility for loss, theft or damage to personal belongings.

## **25. MEDIA CONSENT**

Photographs and video recordings may be taken during the retreat for promotional, educational and marketing purposes.

Guests who do not wish their image to be used must notify Yoganess Ireland in writing before the retreat commences.

## **26. COPYRIGHT**

All retreat materials, content, photographs, videos and educational resources remain the intellectual property of Yoganess Ireland unless otherwise stated.

## **27. GDPR & DATA PROTECTION**

Yoganess Ireland processes personal data in accordance with GDPR and applicable Irish data protection legislation.

Personal information is used solely for administering bookings, providing retreat services and fulfilling legal obligations.

Clients may request access, correction or deletion of their personal information in accordance with applicable law.

## **28. LAW & JURISDICTION**

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of Ireland.

Any disputes shall be subject to the jurisdiction of the Irish Courts.

## **29. RETREAT WAIVER & RELEASE**

By making a booking and participating in a retreat organised by Yoganess Ireland, the Client acknowledges that participation is voluntary and undertaken entirely at their own risk.

The Client agrees, to the fullest extent permitted by law, to release, discharge and hold harmless Yoganess Ireland, its directors, employees, contractors, teachers, facilitators, consultants and agents from claims, liabilities, losses, damages and expenses arising from participation in the retreat, except where caused directly by the proven negligence of Yoganess Ireland.

The Client confirms that they have read, understood and accepted these Terms & Conditions in full.