

## Hummingbird Pilates & Fitness

### Retreat Terms & Conditions - The Boring Bits!!

#### 1. Retreat Pricing

The organiser, Hummingbird Pilates & Fitness (HP&F)(Jane Suggitt) believes in fair pricing for all retreat attendees. All prices are per person and are set in advance of the retreat start date. You can find pricing on the website.

#### 2. Retreat Payment

Payment can be made as a one off payment or by installments with an initial deposit. All bookings / payments are made through the Hummingbird Pilates & Fitness website. If paying by installments, all installments are made direct to Hummingbird Fitness Bank Account direct as stated in the initial booking.

#### 3. Strict Cancellation Policy

HP&F does not refund deposits or payments made towards the retreat. However, you are welcome to gift your booking to a friend. If you find someone to take your place, and you handle financial arrangements with the new guest. There are no Exceptions to booking Cancellations, including weather, natural disaster, terrorism, civil unrest, virus, health changes, personal emergencies or otherwise. There is no partial refund for arriving late or leaving a retreat early.

#### 4. Cancellation by HP&F

In the event of retreat cancellation, HP&F will offer a full refund of your payment. HP&F are not responsible for any expenses or damages incurred as a result of retreat cancellation including preparation costs, travel documents or other expenses. We reserve the right to cancel any retreat prior to departure in the event that there are too few people booked, in which case you will be given a full refund of any and all payments made to us. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damages (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation.

#### 5. Booking

- (a) Your booking is not considered definite and no contract will exist until Hummingbird Pilates & Fitness has received a deposit or full payment as specified on the website Retreat Booking page.
- (b) By paying the deposit, you as a participant agrees to the terms and conditions as stated in this document, and confirms they are fit to attend the retreat. (Those who have not already completed a registration / PARQ health form will be required to complete one to confirm their place on the retreat)

## 6. Transfer Policy

You may not transfer your reservation from one retreat to another.

## 7. Privacy Policy:

We do not share customer details with any 3rd parties. Any personal information that you provide to us will be used only for the service you requested.

## 8. Payment

(a) The price is the exact amount to be received by us in British Pound Sterling.

(b) Either an installment of payment or full one-time amount must be paid to confirm your place on the retreat. If paying by installments a deposit of one third of the total will be taken and then two further installments will be taken in the two consecutive months. Adjustments will be made to booking installments if initial deposit is made exactly 2 months prior to any retreat. This will allow the organiser to ensure that our group's accommodation is secured.

## 9. Travel Insurance

This is a UK retreat and no insurance will be required.

## 10. Your Health

(a) It is your responsibility to let the HP&F know if there are any changes to your health after completing the initial PARQ (Registration & Health form) It is your responsibility to inform the organiser if you have any injuries and to be mindful at all times of your own body's capability during the retreat. If you experience any injury or discomfort during any activity during the retreat, then you must cease immediately.

(b) It is your responsibility to consult a doctor if you have any health concerns.

(c) Please advise us of any mental or physical health conditions and dietary requirements before you book. If you have health conditions and dietary requirements that may be affected by the activities offered on the retreat, HP&F reserves the right to advise you to discontinue and in the interests of your wellbeing, or others, HP&F may decline your stay at the retreat.

(d) While all measures are taken to ensure a high standard of health and safety, HP&F cannot be held responsible for any injuries caused by the environment of the retreat.

## 11. Amendments by us

Occasionally, changes may have to be made (e.g., structure to the arrangements/schedule). HP&F reserve the right to make changes at any time. If your accommodation has to be changed, we will do our utmost to provide accommodation of a similar rating. If a significant change becomes necessary, HP&F will inform you as soon as reasonably possible if there is time before your arrival.

## 12. Our liability to you

Throughout the retreat, participants are responsible for their own safety.

(a) HP&F accept responsibility for ensuring that the retreat is supplied as described and that the services HP&F are contractually obliged to provide are to a reasonable standard.

(b). HP&F will not be held responsible for any delay, additional expense or inconvenience that may be caused directly or indirectly by events outside of our control (ie: late arrival, civil disturbance, fire, flood, cyclones, severe weather, acts of God, and acts of government, machinery or equipment failure, or cancellations for any reason.) No refunds will be given for “no shows” or days not used resulting from the above aforementioned.

(c) HP&F are not liable for any injuries you may incur. Pilates classes and time spent in the hotel Spa and in the grounds of Oulton Hall are undertaken at your own risk. HP&F are not liable for any medical or psychiatric conditions, which may develop during or subsequent to the retreat.

(d) Hummingbird Pilates & Fitness reserves the right to take a substitute Pilates instructor in the event that the teacher is unable to attend due to illness or extenuating circumstances beyond her control.

(e) Hummingbird Pilates & Fitness reserves the right to exclude persons from the retreat without giving reasons. If an amount has already been paid by the participant, the amount paid will be refunded by the HP&F

## 13. Accommodation Occupancy

Retreat Rates are per person. Twin or otherwise advertised shared rooms require shared occupancy for the specified room rate. If you book a shared room without a specified room mate, HP&F will do our very best to pair you with another lovely retreat person.

## 14. Group Bookings

Where a booking is made on behalf of several individuals the booking is conditional on the person(s) paying having authorisation from all the individuals named on the booking form to enter into this contract. The terms of this contract will apply to each member of the group as though they had paid for their own retreat individually and directly to us.

## 15. No Liability for possessions

(a) It is your responsibility to ensure that your personal possessions are kept safe at all times. This includes cars or other personal equipment. HP&F are not liable for loss of or damage to your personal property.

## 16. Complaints

If you have a problem during your retreat, please inform HP&F immediately and HP&F will endeavor to assist you in any way they can. Please note that HP&F cannot be responsible for the individual behavior of any group member or other guest sharing your accommodation.

## 17. Food Allergies and Allergies Notification, Acknowledgement, and Release of Liability

An environment free of allergens, including but not limited to food allergens, CANNOT be guaranteed on the retreat. Therefore, the released parties cannot guarantee that any particular food product is free of all traces of any particular allergen, that consumption of a food product will not result in some form of allergic reaction, or that the participant will not come into contact with any allergens while in attendance on the retreat. The undersigned acknowledges and agrees that i) she/he is aware of such risks and that participation in the event will expose the participant to food, activities and persons that may result in exposure to allergens and injury and, in that regard and assuming such risks, the undersigned hereby fully releases and discharges the Released Parties from any and all liability and/or responsibility to the participant, the undersigned, or any third party in relation to the above.

## 18. Photo/Video Permission

During the retreat photos and video's may be taken by HP&F or other persons. These photo's and videos may be used for social media and advertising. You accept and grant permission for this unless you notify HP&F directly prior to the retreat by email to [hummingbirdfitness.leeds@gmail.com](mailto:hummingbirdfitness.leeds@gmail.com) of your wish to not be included in any photo/videos.

## **Release and Waiver of Liability**

By accepting booking onto a HP&F retreat you will acknowledge the enjoyment and challenges you receive from the activities of this retreat, Spa and natural outdoor experience, its isolation. You voluntarily assume all risks associated with these activities and freely waive any and all legal rights that you may have against HP&F.

By agreeing to the terms outlined here and elsewhere on the website you hereby release and discharge any rights and claims for damages or liabilities that may occur as a result of participation on this retreat or to personal belongings.