

# Soulshine Retreats: terms and conditions

The following booking conditions, together with the information set out on the relevant Tour page of the Soulshine Retreats website will form the contract between you and us for your holiday with us.

In this contract a reference to "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

We are Soulshine Soulla Ltd, trading as Soulshine Retreats of 5 Upper Cheyne Row, London, SW3 5JW.

## 1. Definition

In this agreement, the following definitions apply unless the context requires otherwise:

“Meeting Point” means the place specified by us in the Tour Pack as the place we will meet and start your holiday.

“Start Date” means the date on which we meet to start your holiday.

“Tour” means a holiday organised by Soulshine Retreats Ltd.

“Tour Pack” means whatever documents we send to you in hard or soft copy to provide information about your Tour.

“The Customer” Means “you” in this agreement and includes the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf a booking is made.

## 2. What is in the holiday

2.1. The following items are included:

2.1.1 travel from the Meeting Point to your return to the departure point (which is likely to be the same place);

2.1.2 accommodation and all meals (unless otherwise stated in the itinerary);

- 2.1.3 yoga retreat services as set out in the package. Please see our packages section on our website - <https://ibiza.soulshineretreats.com/ibiza-yoga-retreat-packages/> - to see what is included and save a copy. Soulshine Retreats reserves the right to modify, remove or change elements of the package and will notify of any changes before the start of your holiday.
- 2.2. Soulshine Retreats acts as the tour operator when booking your holiday, tour or retreat. Although Soulshine Retreats received the balance of your holiday in full, it does not provide all the services in relation to your tour. The following is invoiced directly to you from either us, or the providers of services on your tour:
- 2.2.1 For our Ibiza Yoga Retreats:
- 2.2.1.1 Booking, tour operator services are provided by Soulshine Soulla Ltd. This is invoiced to you at €490 per person from your tour balance total and includes 20% VAT in the UK.
- 2.2.1.2 Accommodation, meals and related services are provided by Morna Retreats S.L. This is invoiced to you at €685 per person from your tour balance and includes 10% IVA in Spain.
- 2.2.1.3 Yoga retreat services and airport transfer transport services are provided in Spain and are supplied by Vassoulla Demetriou, NIE Y3535943-Y. This is invoiced to you at the remaining tour balance after the above amounts of €490 and €685 and includes 21% IVA.
- 2.2.2 For our Soulshine Snow Yoga Adventures:
- 2.2.2.1 Our provided by Soulshine Retreats and include 20% IVA. We are partnered with Green Rides Ltd who provide the chalet, accommodation, meals and related services.
- 2.2.3 By booking your tour you understand the above.
- 2.2.4 Please email our bookings team at [hello@soulshineretreats.com](mailto:hello@soulshineretreats.com) and we'll supply copies of your invoices from us and our third party partners.
- 2.3. The following items are not included
- 2.3.1 return flights to the Tour destination;
- 2.3.2 all other costs incurred before you board transport at the Meeting Point and after you return to the departure point;
- 2.3.3 travel insurance or any other insurance personal to you;

- 2.3.4 passport and visa costs;
- 2.3.5 vaccinations and medication, before, during and after the Tour;
- 2.3.6 food and drink over and above what we include in the Tour;
- 2.3.7 gratuities you choose to give.

### **3. Booking your holiday**

- 3.1. You can book at any time after our bookings are launched. On booking a €290 deposit per person is required and your booking is not confirmed until we receive this booking and our bookings team confirms your booking via email. When we receive your deposit, we will send you a confirmation invoice which confirms your booking. The contract between us comes into existence at that time. You undertake to pay for the holiday you have booked and we undertake to provide you with the holiday we describe on our website.
- 3.2. If you make a booking on behalf of others as well as yourself, we shall take it that you have the authority of each of those other people to enter into the contract on the basis of these booking conditions and that you and they have agreed to be jointly and severally liable to us.
- 3.3. If we are unable to accept your booking, we will of course return your payment to you immediately. The balance payment for all tours is due at latest 8 weeks (56 days) before departure. We will send you a reminder 1 - 2 weeks before the balance due date. If you are making your booking within this period, full payment will be necessary immediately.
- 3.4. Where the cost to us of any part of the tour increases, we reserve the right to pass on that increase to you and to change the price of unsold holidays.
- 3.5. You can give us your personal details, insurance, special requests, medical conditions, next-of-kin and passport details by completing a form we shall send to you.
- 3.6. For bookings made within eight weeks of departure, we require full payment within two weeks hours of an initial booking.
- 3.7. If you book a holiday less than two weeks prior to the departure date you must send us the full payment at the time of booking.

#### **4. Payment**

- 4.1. You can pay by either giving credit or debit card details, or by making an electronic bank transfer. (We accept VISA, MasterCard, Delta or Maestro, but not American Express). We do not keep your card details.
- 4.2. All payments to us may by bank transfer will be made to Soulshine Soulla Ltd. Please ask our booking team for bank account details.
- 4.3. The last date for payment of the balance of the cost of your holiday will be due to us at least eight weeks before the Tour Start Date. We will tell you that last date for payment after we have confirmed our acceptance of your booking.
- 4.4. If you do not pay us before the last date for payment, we reserve the right to treat your booking as cancelled. If we do that, you accept that a cancellation fee will be due to us.

#### **5. Surcharges and refunds**

- 5.1. The prices given on our web site and in our brochure are calculated at costs current at the time we fixed them. If costs rise or adverse currency exchange rates apply, you agree that we may increase prices at any time to a maximum of 5% of the advertised cost of the Tour. If we do this we shall tell you the costs which have risen and the percentage by which they have risen.
- 5.2. No matter what the increase, we shall not increase the cost less than eight weeks before the departure date.
- 5.3. If we increase the price of your Tour by more than 5%, you are free to cancel. In that circumstance we will return to you all money paid to us.
- 5.4. As we say on the Tour web pages, a minimum number of participants are required in order for a Tour to be viable. In the unusual event that we cancel a Tour, we shall return the full amount of your deposit or other payment.

#### **6. Changes and cancellations by you**

- 6.1. We will try to accommodate any change you are compelled to make, but we cannot promise to do so. If we do, you agree we can charge an administration fee of €290 and any additional cost of a different arrangement.
- 6.2. Only the person who made a booking may cancel. The cancellation takes effect from the date at which a written or email notification reaches our office. If you cancel.

- 6.3. If you cancel, your deposit will be forfeit.
- 6.4. We shall charge an additional sum related to the time remaining before the date of departure, as follows:
- |                 |  |
|-----------------|--|
| Up to 100 days: | Deposit plus any invoiced cost, if any |
| 99 - 59 days:   | 40% of tour cost                       |
| 58 - 30 days:   | 70% of tour cost                       |
| 29 - 14 days:   | 90% of tour cost                       |
| 13 - 0 days:    | 100% of tour cost                      |
- 6.5. If circumstances force you to leave the Tour early, you will have to bear any additional costs yourself.
- 6.6. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Soulshine Retreat or this booking to some other person. That person must meet any conditions which may apply to the booking and you, must ask for the transfer not less than 42 days prior to the Tour Start Date.
- 6.7. In the event that the customer decides to downgrade their accommodation after monies have been paid, the customer will not be entitled to any refund. If the customer wishes to upgrade the new price will apply.

## **7. Booking, Holiday and Tour Conditions**

- 7.1. The customer shall keep all Soulshine Retreats fixtures, fittings, furniture and effects in a clean and good condition and shall replace any articles, which are destroyed, damaged or missing with articles of a similar kind and of equal value.
- 7.2. Soulshine Retreats reserves the right at its sole discretion to terminate use of the property or any of its facilities by the customer in the event of any breach of these terms and conditions. The customer will be required to vacate the property and Soulshine Retreats shall not refund payment or accept any consequential liability damages or loss.
- 7.3. The customer must comply fully with all and any health and safety regulations introduced by Soulshine Retreats. The customer must ensure that he/she is medically and physically fit and able to use our facilities and participate in all activities. Customers who have injuries or illnesses are advised to seek doctor's advice if practicing yoga.

Soulshine Retreats is not liable for any injuries to the customer in his/her use of our facilities (including swimming pool, gym, sauna or during any classes) or participation in activities (on or off site). You need to have your own travel insurance and bring the details with you in case of an emergency. You should also check with your doctor that you are sufficiently fit and healthy to undertake yoga classes and any other physical activity we have arranged or you may arrange during your holiday. Please check with your own doctor that you are adequately fit. A customer must always inform the teacher of any previous injuries. If you experience any injury or discomfort during any activity organised for you, then you must desist immediately and advise your host accordingly.

- 7.4. By making a booking and attending a Soulshine Retreat or Tour you agree to our “Client Waiver” and “Release of Liability”. The “Client Waiver” and “Release of Liability” can be found here - <https://www.soulshineretreats.com/soulshine-booking/> .

## **8. Changes and cancellations by us**

- 8.1. We reserve the right to change travel and tour arrangements. This is necessary because many of our tours involve variables which are outside our control. These include, weather, political issues, currency problems, flights and accommodation issues.
- 8.2. We shall tell you about small changes before departure. If we think a necessary change is important, we will tell you about it as soon as we can and give you the opportunity to either accept the change, or take an alternative holiday (paying or receiving a refund / credit in respect of any price difference), or cancel and accept a full refund.
- 8.3. If such problems occur during a tour, we will make alternative arrangements so as to comply as closely as possible to the description of the tour on our website.
- 8.4. If a problem occurs which is so serious that we have to cancel a tour before the date of departure, you may choose to accept either an alternative holiday (paying or receiving a refund/credit in respect of any price difference) or a full refund of all money paid.
- 8.5. In certain cases we may pay compensation too, at our discretion.
- 8.6. We are not liable to you in any circumstances for loss or damage or loss of your holiday when:

unusual and unforeseeable circumstances arise which are beyond our control, the consequences of which we could not have avoided even with all due care; or

the change is not significant. We are not liable to pay you any additional travel or any other costs, expenses or losses which you incur as a result of any change or cancellation by us, such as changes to times of connecting flights or other travel arrangements; or any transport, e.g. flight, or additional costs or payments made by you in relation to your booking.

- 8.7. We reserve the right to cancel any Tour, for which there are not enough bookings, not less than four weeks prior to departure. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Soulshine Retreat.
- 8.8. Soulshine Retreats reserves the right to offer discretionary discounts and this does not affect the status of any guests who have paid the full price and no discount will then become due to them.

You agree that all these provisions are reasonable.

## **9. Travel Insurance**

- 9.1. It is a condition of booking a Soulshine Retreat that you take out appropriate travel insurance. You must send us proof of cover when you make payment of the balance due for your Tour. We cannot approve the cover you have bought and are not responsible if it is inadequate.
- 9.2. Cover should be obtained not only against normal travel risks, but against additional risks appropriate to the destination country. In particular, local road transport insurance may be inadequate, so you should check that your cover includes accidents happening whilst you are a passenger in a vehicle.
- 9.3. We advise that you should also check that any valuable optical equipment is covered either in your travel policy or your home contents policy.

## **10. Passport, Visa and Health Requirements**

Please note carefully:

- 10.1. to be absolutely safe, it is a good idea to make sure your passport is valid for at least six months after the date of return of your Tour;
- 10.2. remember to apply for any necessary visa in good time;

- 10.3. check with your GP what vaccinations and medication you may require and allow time to obtain them. Details are also available from the National Travel Health Network and Centre [www.nathnac.org](http://www.nathnac.org).
- 10.4. If you are a national of an EC country and are taking a European tour, you should take your European Health Insurance Card (EHIC) available from main Post Offices or online. It is your responsibility to ensure that you obtain all necessary inoculations, take all necessary medication and follow all medical advice in relation to your holiday. Remember to bring certificates and confirmations with you in your hand luggage.
- 10.5. If you need professional medical care whilst on a tour, we will try to obtain it and inform your travel insurers as quickly as practically possible. Please ensure that you provide us with your next of kin details so that we can make arrangements for them to be contacted in an emergency.
- 10.6. You agree to repay to us all costs we incur in providing this assistance, including payment for any transport and telephone calls must be reimbursed to the company. We will give you a receipt on your return, for you to pass to your travel insurers.

## **11. Tour Information**

Approximately four weeks before the Start Date, we shall send you a pack of information relating to your Tour. This information will include:

- 11.1. location of Meeting Point and time of meeting;
- 11.2. any important details relevant your Soulshine Retreat.

## **12. Accommodation**

Accommodation will be provided as booked on our website. Accommodation and related services are provided by Morna Retreats S.L. for our Ibiza Retreats. Accommodation and related services are provided by Green Rides Limited for our Snow Yoga Adventures.

Please note:

- 12.1. we reserve the right to change accommodation to that stated on our website itineraries - (see below "changes of itinerary").
- 12.2. single rooms are normally available at an extra cost. However, if you so wish, it may be possible for you to share a room.



### **13. Changes of Itinerary**

- 13.1. Despite careful planning, it is possible that a retreat venue may become inaccessible due to matters outside our control, for example through natural disaster or political turmoil.
- 13.2. It is also possible that our advertised staff, such as yoga teachers, workshops or treatments offered may change closer to your retreat date due to changes in personnel or other circumstances beyond our reasonable control.
- 13.3. We may therefore decide to make changes to the itinerary to accommodate either of the above possibilities. We will tell you of any such change as soon as we decide to make it. If that happens, you may transfer to an alternative holiday. If your chosen alternative is of a lower price we will refund the difference. If it is of a higher price, you must pay the difference

### **14. Limitations on our liability**

We want you to enjoy a perfect holiday with Soulshine Retreats. We shall do our best to make your holiday special for you. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- 14.1. any event which happens before you board our transport at the Meeting Point or after you leave our transport at departure;
- 14.2. any problem arising from your failure to reach the Meeting Point on time, for whatever reason; (though we would do our best to help you in any way we reasonably could)
- 14.3. the quality of the yoga teaching, treatments on workshops you experience on your Soulshine Retreat.
- 14.4. any aspect of goods or services you buy or accept other than those arranged by us;
- 14.5. medical problems or physical difficulties, even if you have told us about them in advance;
- 14.6. medical emergencies;
- 14.7. your own carelessness or negligence in any aspect of your behaviour whilst with us;
- 14.8. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of a Tour;

- 14.9. problems or issues which we could have resolved whilst on a Tour but which you raise only after your return.
- 14.10. injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from either:
  - 14.10.1 the act or omission of you or anyone in your party;
  - 14.10.2 the act or omission of a third party not connected with the provision of your holiday.
- 14.11. services we have not provided. The services and features included in your Tour are those specified in our web site. If you choose to buy other goods or services during your holiday, those are not part of the package we provide, even if arranged at your request through our Tour leader. Accordingly we are not liable to you for any happening in connection with that service or those goods.

## **15. Local standards**

- 15.1. Laws, standards, culture and attitudes are different in many countries from what you reasonable expect at home. We are not responsible for standards of service, safety, hygiene and behaviour which may be lower than you are used to or which you expected.
- 15.2. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we or the service supplier has not exercised reasonable skill and care.
- 15.3. Please also note that we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

## **16. Limitation of compensation by international conventions**

- 16.1. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may be make, against us or anyone else. The most we will have to pay you for many claims for personal injury will not exceed what a carrier would pay under, for example, the Warsaw Convention or the Montreal Convention for international travel by air, or the EC Regulation on Air Carrier Liability, or the Athens Convention for international travel by sea, or the Convention on International Travel by

Rail. Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.

- 16.2. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) where international convention or regulation does not apply, the maximum amount of compensation we will pay you will be £200.
- 16.3. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

## **17. Flight and other transport delays: limit of our liability**

- 17.1. There is no guarantee that flights, trains or ferries will depart at the time specified. If they do not, we are not liable to you for any delay or cancellation or for any failure to take what you think are the best actions to have taken in particular circumstances.
- 17.2. In the case of air travel, the airline is responsible for providing assistance under the Denied Boarding Regulations. We will try to keep you informed throughout the period of any delay.
- 17.3. Our policy if a delay occurs, is to continue with our plans until the flight (or other form of transport, if relevant) is cancelled with no suitable alternative flight being offered by the airline. However, if we considered it impossible to find a reasonable alternative form of transport, we would cancel the holiday and refund you all holiday payments.
- 17.4. Where any delay in returning home lasts for longer than 24 hours, the airline should continue to meet your accommodation and reasonable meal expenses. This will be the case where the airline is an EU carrier or was due to depart from an EU airport. They may, however, require you to stay at the accommodation and take the meal arrangements they provide. We regret we cannot meet such expenses where the airline does not do so, or where you choose not to accept the arrangements offered.
- 17.5. If you wish to find at any time to return home early or independently, for example by booking an upgrade with the airline or by organising overland travel, we will provide whatever assistance we can. All expenses involved in doing so will be your responsibility.

- 17.6. EC Regulation No 261/2004 (The Denied Boarding Regulations) apply where the airline is an EU carrier or the affected flight was due to depart from an airport within the EU. Where applicable, you must pursue the airline for the compensation or other payment due to you. The compensation set by the regulations is your full entitlement. It covers, for example, distress, disappointment, inconvenience or effects on other arrangements. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding.
- 17.7. If, for any reason, we make a payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you agree, when requested, to assign to us the rights you have or had to claim the payment in question from the airline.
- 17.8. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to [passengercomplaints@caa.co.uk](mailto:passengercomplaints@caa.co.uk) or see [www.caa.co.uk](http://www.caa.co.uk) – “Referring Your Complaint to the CAA”.
- 17.9. Remember that transport and other service providers have their own booking conditions or conditions of carriage or service. You will be bound by these as far as that service is concerned. Such conditions may limit or exclude liability on the part of the relevant provider and they are often also subject to international conventions.

## **18. Help we need from you**

- 18.1. Most Soulshine Retreats require reasonable physical fitness and appropriate footwear. You should be prepared for physical activity. Please ask a member of our bookings team if you have any questions regarding suitability.
- 18.2. To satisfy the majority of our clients, we apply “no smoking” rules in the same way that they are applied by law in the UK. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 18.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Tour.
- 18.4. If at any time, it is our opinion (given by any of our staff or Tour leaders) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other Tour member, we may exclude you from the programme for the remainder of

the Tour. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other clients.

## **19. Complaints**

We shall try our utmost to provide a happy and fulfilling holiday, but if we fail in any way, do please raise any issue with your Tour leader immediately. If your complaint cannot be satisfied it is not dealt with to your satisfaction at the time of reporting it to the leader(s), then you should give us full details in writing, immediately on your return. We cannot respond to verbal complaints.

In the event of a customer having any complaint then he/she will not discuss this with any third party and shall notify the manager as soon as possible.

## **20. Miscellaneous**

20.1. In this agreement unless the context otherwise requires:

20.1.1 a reference to a person includes a human individual, a corporate entity and any organisation which is managed or controlled as a unit;

20.1.2 any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing;

20.1.3 except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.

20.2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

20.3. For the purposes of the Data Protection Act 1998 you consent to the processing of his personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party whom we nominate. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

20.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

- 20.5. In the event of a dispute between us, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.
- 20.6. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that act.
- 20.7. We are not liable for any failure or delay in performance of this agreement which is caused by circumstances beyond our reasonable control.
- 20.8. The validity, construction and performance of this agreement shall be governed by the laws of England and the Agent agree that any dispute arising from it shall be litigated only in England.