

# Terms & Conditions

## **RETREAT RESTRICTIONS:**

This Retreat is Non-Smoking and peanut free. No exceptions.

## **VISAS**

It is vital that you check for yourself and understand that you are fully responsible for your own visa requirements. All visitors to the EU (European Union) and EEC (European Economic Community) countries require a valid passport (with a minimum of 6 months validity).

## **TRAVEL INSURANCE**

Travel insurance is compulsory in order to participate on this trip. Please provide evidence of your travel insurance prior to departure.

When selecting a travel insurance policy please bear in mind that all clients must have medical coverage and that we require a minimum coverage of USD 200,000 for repatriation and emergency rescue. We strongly recommend that the policy also covers personal liability, cancellation, curtailment and loss of luggage and personal effects. If you have credit card insurance we require proof of purchase of the trip (a receipt of credit card statement) with a credit card in your name. Contact your bank for details of their participating insurer, the level of coverage and emergency contact telephone number.

## **DOSSIER DISCLAIMER**

The information in this trip details document has been compiled with care and is provided in good faith. However it is subject to change should circumstances be altered beyond our control or to make improvements to our existing plans. We will do our best to inform of any changes should they need to be made for any reason.

## **ITINERARY DISCLAIMER**

While it is our intention to adhere to the route described and menu in our itinerary, there is a certain amount of flexibility built into it, and on occasion it may be necessary, or desirable to make alterations. Additionally, any travel times listed are approximations only and subject to vary due to local circumstances.

## **PAYMENT**

For details of payment, please refer to the Pricing PDF.

## **NEW TRAVELERS – SAFETY AND SECURITY TIPS**

Many national governments provide a regularly updated advice service on safety issues involved with international travel. It is recommended that you check your government's advice for their latest travel information before departure. It is often strongly recommend using a neck wallet or money belt while travelling, for the safe keeping of your passport, air tickets, travelers' checks, cash and other valuable items. Leave your valuable jewelry at home - you won't need it while travelling. A lock is recommended for securing your luggage.

During your trip you will have some free time to pursue your own interests, relax and take it easy or explore at your leisure. Please use your own good judgment when selecting an activity in your free time. Although the cities visited on our tour are generally safe during the day, there can be risks to wandering throughout any major city at night. It is also recommended to stay in small groups and to take taxis to and from restaurants, or during night time excursions. Like anywhere in the world, major cities have areas safer than others, use common sense, be aware of your surroundings and mind your personal belongings.

Travelers must exercise common sense and caution at all times. Tourists should stick to set travel arrangements and avoid unknown areas. Always keep a photocopy of your passport, airline tickets and a record of your travelers' checks and credit card numbers separate from where you keep the originals and ideally with your emergency contact person back at home.

Swimming, including snorkeling, is always at your own risk.

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### **~ THE MANDATORY FINE PRINT ~**

#### **FORCE MAJEURE**

Wellness & Writing Retreats shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for Wellness & Writing Retreats failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of Wellness & Writing Retreats; or an event which Wellness & Writing Retreats or the supplier of services, even with all due care, could not foresee.

## **CLIENT RESPONSIBILITY**

The Client acknowledges that there can be dangers inherent to adventure travel generally and the Client acknowledges they have considered such risk to health and safety and are willing to assume it, by confirming their booking of for this Retreat. The Client acknowledges she or he has considered the potential risks, dangers and challenges in light of their own personal capabilities and needs, and expressly assumes the risks attendant to travel under such conditions. The Client acknowledges and agrees that Wellness & Writing Retreats is not responsible for providing information or guidance to the Client with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where Retreats are operated, and Wellness & Writing Retreats strongly encourages that Clients locate or make contact with his/her local embassy or consulate in each destination prior to departure on any Wellness & Writing Retreat.

- **Flights and Airlines:** All flight times, flight itineraries, carriers and aircraft types are subject to change. The Client agrees that Wellness & Writing Retreats cannot be held responsible or liable for any flights missed by Client or any denial of boarding or air security-related delays. Further, the Client also agrees that Wellness & Writing Retreats shall not be held responsible or liable for expenses, lost wages or missed vacation time due to flight time changes and/or delays.
- **Unused services:** Missed flights or unused Package components are non-refundable and non-creditable for any reason whatsoever. If a Client is a 'no-show', or if the package is cancelled after the departure date of the outbound flight, or if the Client leaves a Retreat which is already in progress, no refund for any unused portion of the Package will be provided by Wellness & Writing Retreats

## **LIMITATIONS OF LIABILITY**

Clients acknowledge that Retreat properties have inherent dangers including unfenced swimming pools, dry stone walls, un-gated access to roads, staircases, un-fenced drops etc. Clients acknowledge that they are responsible for taking all necessary safety precautions for themselves and their guests and neither Wellness & Writing Retreats nor the Property Owners accept any liability for accidents causing death, sickness or bodily harm howsoever caused. Wellness & Writing Retreats and Property Owners deny any liability or claims in the event of incidents occurring whilst occupants or guests are under the influence of alcohol or any non-therapeutic drugs.

## **ARBITRATION**

You agree that any dispute relating to this agreement, our brochure, our web site, any other literature concerning your trip, the trip itself or any claim for damages, injury or death which occurs during or in connection with the trip shall be resolved exclusively by IFFTA, The World Travel Dispute Center, Inc. Such proceedings shall be governed by Alberta law. You waive the right to rely on any provincial or state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration. You also waive the right to demand a jury trial in connection with any action or legal proceeding arising out of this agreement.

## **APPLICABLE LAW**

The laws of Alberta, Canada govern these Booking Conditions and any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Alberta, Canada.