



## INDIA RETREAT 2019 TERMS AND CONDITIONS

All the retreats advertised by me or promoted by third parties are sold subject to the following terms and conditions.

### 1. Terms of agreement

(a) By booking and attending a retreat with Avandna Consulting Ltd, you are agreeing to comply with and be bound by the following terms and conditions, which govern Avandna Consulting's relationship with you in relation to the retreat, the website, or both. If you disagree with any part of these terms and conditions, please do not use or book our services.

(b) The term 'Avandna Consulting Ltd' or 'ACL' or 'us' or 'we' refers to the owner(s) of the company and the individuals it employs - whose registered office is: Mortimer House, Holmer Road, Hereford, HR4 9TA, England, United Kingdom. The term 'you' or 'I' refers to the client or participant or user or viewer of our website and/or services. The terms 'retreat' or 'program' or 'holiday' refers to all aspects of the services on offer, to include, but not be limited to, the classes, accommodation and activities.

### 2. Booking procedure

(a) On making a booking with us, each person accepts the terms of these booking conditions.

(b) On submitting your registration form, we will contact you to accept your booking and issue an invoice for your preferred payment option as indicated on your registration form. Payment is by bank transfer only and is due within 7 days from the invoice being issued. Your place is not confirmed until the deposit payment (50% of trip cost) has been received. Any remaining balance is due by 22<sup>nd</sup> February 2019. If the balance price of your retreat is not paid in time, we reserve the right to cancel your retreat and retain your deposit.

(c) If making your booking after 15<sup>th</sup> January 2019, a late booking fee of 10% of the trip cost will be added, 15% if booking after 15<sup>th</sup> February 2019, and the full balance will be due upon acceptance. An invoice for the full amount will be issued and is to be paid within 7 days. In this case your place will not be confirmed until full payment has been received.

(d) In case of cancellation, this needs to be notified in writing. For cancellations up to 3 months before departure, 50% of the whole trip cost is refundable, thereafter 20%.

(e) We reserve the right to increase the price of the retreat before you submit your booking, for example due to significant increases in costs. Any change in price will be advertised to you before you book the retreat.

(f) We reserve the right to reduce the price of the retreat or run special offers at any time. Once you have made your booking and paid your deposit these price changes will not apply to you.

(g) Optional trips and treatments booked locally are not our responsibility and are at your own risk and cost.

### 3. Cancellation policy

(a) As stated in section 2(d) the deposit and a time-dependent component of the trip cost is non-refundable. For this reason we strongly recommend that you take out travel insurance to cover you in the event of any need to cancel at the last minute.

(b) Once the retreat has commenced, no refund or part refund or unused portion of your retreat will be repaid in the event of cancellation by you.

(c) In the unlikely event that the retreat is cancelled by either party, there will be no refund or compensation available from us for your flight costs, transfers and other associated costs.

(d) We reserve the right in any circumstances to cancel the retreat, in which case we will offer a refund in full of all monies paid (unless the reason for cancellation is force majeure, see clause 3(e)).



(e) Compensation will not be paid if we are forced to cancel or in any way change your holiday due to war, threat of war, invasion, riot, civil war, strike, rebellion, revolution, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transport, or other circumstances which amount to force majeure.

(f) We reserve the right to charge a cancellation fee of £50 if a guest decides to cancel a retreat for any reason.

(g) It is not possible at any stage to transfer your booking to another retreat or service.

#### **4. Changes to retreat**

(a) It is unlikely that we will have to make any changes to your retreat, but arrangements are made many months in advance and changes may have to be made. We reserve the right to, within reason, change any information advertised at any time, to include, but not be limited to, dates, times, timetable, location, accommodation. We will advise you of any changes at the earliest possible date.

#### **5. Surcharges**

(a) Unless stated otherwise, transportation costs to include, but not be limited to, flights, transfers and taxis, are not included in the price of the retreat. Prices of these are shown as an estimate only and we will not be liable for any differences to what was originally estimated.

#### **6. Insurance and health**

(a) It is the guest's responsibility to inform us of any injury/medical conditions when booking and before the start of every session. It is advisable that you consult a doctor or physician before attending the retreat to ensure you are sufficiently fit and healthy to travel to India and undertake any activity that has been arranged.

(b) If you experience any injury or discomfort during any activity organised for you, you must stop immediately and advise us accordingly.

(c) Travelling in a developing country comes with different levels of comfort, hygiene and service than in Europe. We endeavour to make your retreat as comfortable as possible but certain limitations cannot be avoided. The retreat involves elements of adventure, risk and Indian way of life, please consider your own tolerance levels and if you are able to see this as an opportunity for growth and learning.

(d) We recommend all guests take up full travel insurance to cover medical expenses and personal belongings, and should cover the type of physical exercise that will be undertaken (yoga, hiking, swimming). We hold no responsibility for illness, injury, death or loss or damage to personal belongings at any time (as per the liability waiver in section 7), nor will any compensation be issued in such case.

(e) The ashram in particular has higher energetic vibrations which can stretch everyone to their own, inner limits – which is where transformation occurs. We do our utmost to support you in any way possible in this process while not being liable in any way.

(f) We do not accept liability for services provided by third parties, but will also do our best to find adequate providers.

(e) We reserve the right to stop your participation in any activity, at any time, if we conclude that you are physically, mentally or emotionally unable to do so.

#### **7. Liability waiver**

(a) It is an essential requirement of anyone attending a retreat and/or sessions with us to accept and abide by the following release of liability:

'I understand that, while the utmost care is taken, neither the individual facilitators, Avandna Consulting Ltd, nor the venue will be liable for any damage or injury resulting from my practice or use of the retreat centre, nor any



loss or damage to personal belongings. I understand that some activities may be physically strenuous or emotionally challenging and I voluntarily participate in them with the knowledge that there is risk of personal injury, property loss or death. I recognise that it is my responsibility to notify the facilitators of any illness or injury before the start of every session and I will not perform any activity to the extent of strain or pain. I agree that neither I, my heirs, assigns or legal representatives will sue or make any other claims of any kind whatsoever against Avandna Consulting Limited, its Director or staff for any injury, property loss, or wrongful death, whether caused by negligence or otherwise.'

(b) The release of liability statement applies to the duration of the retreat and every session or activity you participate in, whether in a group or private setting. If this statement is not accepted, your booking will be terminated and any monies paid in advance will not be refunded.

## **8. Right to refuse**

(a) We reserve the right to dismiss or refuse entry to any session or the retreat at any time at the facilitator's discretion with no refund being issued, in the event of breach of any of these terms and conditions, or disruptive behaviour.

## **9. Privacy policy**

(a) In any contact you make with us, we will use your details to inform you of important updates and special offers. You can unsubscribe to this service at any time by selecting the unsubscribe button at the bottom of the email. We will not pass on your information to any third party or organisation outside of Avandna Consulting Ltd, without your permission. We respect your privacy.

## **11. Passport and visa requirements**

(a) You are responsible for ensuring that you have a valid passport with sufficient expiry date remaining and any necessary visas or required inoculations or other health requirements.

## **12. Complaints**

(a) If you have a problem during your retreat, please inform a member of our team immediately, who will endeavour to put things right. If your complaint cannot be resolved locally, you must advise us in writing on your return. Please note that we cannot be responsible for the individual behaviour of any group member or other guest on your retreat.

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### **Information for booking your flights to/from Delhi:**

- Arriving in Delhi: Please arrive in Delhi in the afternoon of Saturday 30<sup>th</sup> March 2019 at the latest. The programme starts at 4pm at our hotel. The hotel address will be communicated closer to the time. If you prefer, you can of course also fly to Delhi on an earlier date.
- Departures from Delhi: We will arrive in Delhi by train on Tuesday 16<sup>th</sup> April 2019 at 9pm. Delays can happen (this is India!) so we have planned an extra night in Delhi with easy access to the airport to allow for early morning departures on 17<sup>th</sup> April 2019. If you would like to extend your stay in Haidakhan or travel elsewhere than Delhi afterwards, please let us know at the time of booking.