



Retreats and Revision

## Retreats & Revision Ltd Booking conditions

### Your contract with us

1. In completing the Booking Form and its consent, you guarantee that to Retreats and Revision Ltd (R&R) you have the authority to accept, and do accept, the Booking Conditions herein, the General Terms and Conditions, and our Code of Conduct, either on your behalf or on behalf of the participant (if under 18), and that you are entering into a contractual agreement.
2. A contract will exist as soon as we issue our Booking Confirmation Form and email.

### Your booking with us

3. If there is no availability on your chosen retreat or revision place, we will offer you a place on the waiting list in the event of cancellations, or, where feasible, provide an alternative date for the equivalent retreat or revision trip.
4. Once you have registered your booking request by phone, email or via the website, and subsequently confirmed with R&R your reservation request, you will, if we accept your reservation request, receive our Privacy Policy, Booking Form with all Terms and Conditions, and a Booking Confirmation Form for the deposit to be paid by BACS. A contract will exist as soon as we issue this Booking Confirmation Form.
5. After issuing the Booking Form and Booking Confirmation Form, we hold the participant's place on the retreat or revision trip for five days. If we do not receive the completed Booking Form and deposit within that period, we will presume the place is no longer required and it will count as available to others.
6. An R&R Booking Form must be completed for each participant. By completing the Booking Form, and signing the consent, you and/or the participant are confirming that you have read and that you agree with these Booking Conditions, and our General Terms and Conditions.
7. All bookings must be accompanied by a deposit of £500 paid by BACS to the Retreats and Revision Ltd account detailed in the invoice. The deposit may not be refunded if the booking is cancelled by you, please see Clauses 34 to 37 for further details.
8. A place on the retreat or revision trip is only reserved on receipt of the completed Booking Form, with proof of the participant's travel insurance, and the deposit payment.

9. Once the deposit and participant's completed Booking Form have been received by R&R, you will receive an email confirming the reservation, along with the Code of Conduct, outline itinerary and participant questionnaires specific to the retreat or revision trip you have booked.
  10. You will also receive a Booking Confirmation Form for the remaining balance to be paid no later than 90 days in advance of the retreat or revision trip itself.
  11. If the remaining balance has still not been settled within the seven days leading up to the 90-days due date set out in the Booking Confirmation Form, you will receive a reminder that payment is due imminently.
  12. If you are making a booking within 90 days of the departure date of the retreat or revision trip, you will be required to pay the total cost in full and will receive an invoice for the total sum to be paid by BACS within five days, unless otherwise stated on the Booking Confirmation Form. If payment is not received within the specified period, the reservation will be cancelled and the place on the retreat or revision trip will remain open to other participants.
  13. We reserve the right to refuse to accept and/or proceed with any booking at any time at our sole discretion.
  14. To make the most of the airport transfer included with your retreat or revision trip, we advise against booking any flight until R&R has confirmed the flight schedule and the transfer accordingly (see Clauses 28-30, and sections 14-21 in our General Terms and Conditions). R&R cannot be held responsible or liable for any inconvenience caused by, or a loss of our airport transfer as a result of, booking a flight before you have received this confirmation.
- ### Disclosure of medical conditions
15. If the participant has, or has ever had, a pre-existing medical condition that requires medication, or could require intervention or emergency treatment during the retreat or revision trip, you must inform R&R as soon as you receive the Booking Form and before making the deposit payment, so that we can establish the suitability of the retreat or revision trip, health and safety considerations, and what, if any, reasonable adjustments are needed, without being obliged to make any such arrangements. R&R will make no special arrangements unless we confirm such in writing.
  16. R&R reserves the right to ask for a medical certificate confirming suitability to participate in the retreat or revision trip. We also reserve the right to decline a booking if, in our belief, such a medical condition could endanger the health and safety of the participant or compromise the safety or enjoyment of other participants.
  17. If after booking there is any change to the participant's health that may jeopardise the participant's health and safety, or that of other participants, or hinder the smooth running of the retreat or revision trip, R&R must be informed as soon as possible so that any risks as a result of the injury or condition can be mitigated. Should R&R not be able to reduce any risks to an acceptable level, the participant may need to be withdrawn from the retreat or revision trip, and no refund will be given. Reimbursement will need to be sought through the participant's personal insurance cover.
  18. If any pre-existing medical conditions are not disclosed at the time of booking, or R&R is not notified of a change in condition in reasonable time before the retreat or revision trip, and such conditions prove, on discovery, to compromise health and safety or general enjoyment of the participant or other participants, the participant will be withdrawn from the retreat or revision trip at any time without the right to a refund. No responsibility or liability can be accepted by Retreats and Revision Ltd for any consequence, loss, or inconvenience that arises from an undisclosed medical condition.
  19. Please ensure compliance with any medical warranty on the participant's travel insurance to ensure full protection of the policy.
- ### Changes by you
20. After confirmation of the reservation has been issued and a contract has been established between you and R&R, you may wish to make alterations to your booking, such as a change in the date of your chosen retreat or revision trip, or a transfer to another participant. Any request for changes should be made in writing from the person who completed the original booking, at least 90 days in advance of the start of the retreat or revision trip already booked. We will do our utmost to accommodate the changes, however, we cannot make any guarantees. For any change, regardless of outcome, there will be an administration fee of £75 that is non-refundable.
  21. We cannot accept transfers or make changes to the booking within 90 days of the departure date.
  22. For a successful transfer to another retreat or revision trip that constitutes as a new booking, please be aware that it may not be possible to provide the same room that was requested in the original booking. Where there is a difference in room surcharges, you will either receive a refund of the difference or an invoice for the additional surcharge. Where you receive an invoice for a surcharge, you will be required to pay within three working days. Failure to do pay within this time will result in an inability to count the booking as confirmed and we reserve the right to cancel your booking, retaining the non-refundable deposit.

- 23. Our standard cancellation terms (see Clauses 34-39) will apply to a new booking made as a result of a transfer at least 90 days in advance of the retreat or revision trip.
- 24. Please note that we can only change a booking to an equivalent retreat or a revision trip within the same calendar year, and we only permit one such change per participant per year.

## Changes by us

- 25. The Itinerary is an indication of what R&R hopes to include and achieve on each retreat or revision trip and is not intended as a contractual obligation on the part of R&R. It is a necessary condition of booking a retreat and revision trip that flexibility is accepted and there is an understanding that we cannot be held responsible for delays or alterations to the itinerary and its running order.
- 26. It is unlikely that R&R will have to alter the itinerary of your retreat or revision trip, however, as we plan all retreats and revision trips many months in advance, finer details may be subject to changes and we reserve the right to make alterations at any time. Any such changes will be minor and will not affect the smooth running of the retreat or revision trip.

If we are made aware of such changes before departure, we will inform you as soon as possible, however, if changes are required during the retreat or the revision trip itself and we are unable to provide notice, we reserve the right to adjust the itinerary where and when necessary.

'Minor' changes might include changes to itineraries and their running order, to visiting authors or assistants, advertised amenities, included excursions and tours, airport transfers, or allocated bedrooms. Where bedrooms are altered, you will receive a refund for a difference in surcharge where you have paid more, and R&R will absorb the difference where you have paid less.

- 27. R&R includes a group transfer from Granada airport to the venue. All transfers are planned for Easyjet flights arriving from London Gatwick airport on the day that the retreat or revision trip commences. If Easyjet changes the flight schedule and there are no flights from Gatwick on the days the retreat or revision trip is scheduled to start, it is likely that flights will need to be taken to and from Málaga airport. If this is the case, R&R will contact you as soon as we become aware of a change in flight schedules that may affect your retreat or revision trip. We will then establish which London airport suits the majority of participants, settling on the most appropriate flight (to arrive after 17:00 on the day of the retreat or revision trip). R&R will tailor the transfer to this flight, arranging transport accordingly from Málaga airport.
- 28. If flights have to be taken to and from Málaga airport instead of Granada

airport, there will be a difference in the cost of the transfer. Given that Málaga airport is 116 kilometres further from the venue than Granada airport, under such circumstances, the group transfer will incur an additional fee, not in excess of £75 per participant. R&R will inform you of changes or additional transfer fees as soon as is feasible, invoicing you accordingly, no less than 30 days in advance of the retreat or revision trip. You do not have to accept the transfer and may make alternative arrangements; under such circumstances, no refund will be applicable. For further details on flights and transfers, please see Clauses 14-21 of R&R's General Terms and Conditions.

- 29. Any change in airport or timing of the flight will not entitle the participant to cancel the booking or make changes to the booking, and all terms of these conditions will still apply.
- 30. If we have to make a major change to your retreat or revision trip no less than 30 days before departure, we will inform you as soon as possible to enable you to make appropriate decisions. You will have the choice of accepting the change of arrangements without penalty, choosing an alternative retreat or revision trip (subject to availability), or withdrawing from the contract and cancelling your booking, receiving a full refund.

'Major' changes might include a change of accommodation, a change in date of the retreat or revision trip, or a change in the principal tutor. Please note that these are only theoretical examples and there may be other changes that are deemed 'major'.

- 31. During the retreat or revision trip itself, if we have to make any 'major' changes that we have not informed you of in advance that then result in an inability to provide a service detailed in our final itinerary, we will inform you as soon as we are able, and we will refund any difference in price that arises from the omission or change.
- 32. Given that R&R plans retreats and revision trips months in advance, our costs are calculated and allowances are made according to the exchange rate, transportation costs (including fuel, taxes and fees for services), and the economic climate at the time. Although we ensure value for money and keep prices competitive, our costs can be significantly influenced by changes in currency exchange rates, suppliers' costs, taxes and fees, and economic trends.

Except in the case of Clauses 27 and 28, in accordance with *The Package Travel, Package Holidays and Package Tours Regulations 2018*, R&R will absorb any increase equivalent to 3% of the price of your retreat or revision trip. For any increase in costs over and above that 3%, we reserve the right to apply a surcharge, invoicing you accordingly any time up to 30 days prior to the retreat or revision trip.

If that surcharge totals more than 8% of the total price of your retreat or revision trip, you will be entitled to cancel the booking and receive a full refund.

Should you choose to cancel under such circumstances, you must confirm your cancellation in writing within seven days from notification of the proposed change. If written notification is not received within seven days, it will be deemed as an acceptance of the change and you will not be entitled to a refund.

## Cancellations

- 33. You may cancel your place on the retreat or the revision trip at any time providing that cancellation is made by the person who signed the Booking Form and that R&R receives written notification of the cancellation (effective from the day R&R receives notice of that cancellation). If you have to cancel your booking due to injury, illness or personal circumstances 90 days or more in advance of the retreat or revision trip, the £500 deposit will be non-refundable unless R&R can fill the place on the retreat or revision trip. Where that is the case, you will be notified and the deposit will be refunded.
- 34. If you have paid the remaining balance in advance of the 90-day due date and need to cancel, you will be entitled to a refund of any monies over and above the £500 deposit. Any deposit refund will be dependent on R&R filling the place, as detailed in Clause 34.
- 35. If the remaining balance is not paid by the 90-day due date, despite the reminder detailed in Clause 12, we reserve the right to cancel your booking and cease our contract with you, retaining the deposit already paid to R&R, unless we can find a replacement; under such circumstances, the deposit will be refunded as detailed in Clause 34.
- 36. Once you have paid the remaining balance and the 90-day due date has elapsed, if you have to cancel your booking due to injury, illness or personal circumstances, R&R cannot accept any liability or responsibility, and, as such cancellation incurs costs, no refund of the deposit will be due. In addition, we will apply the cancellation charges as detailed below. It is for this reason that travel insurance is a pre-requisite of booking with R&R. Please ensure that your policy includes cancellation cover for the total cost of your retreat or revision trip.

Period before retreat or revision trip within which cancellation is received in writing	Cancellation charge of the remaining balance (not including the deposit)
89 – 56 days	50% of balance after deposit
55 – 31 days	75% of balance after deposit
30 days or fewer	100% of balance after deposit

- 37. To make each retreat and revision trip feasible, we require a minimum number of participants. If the minimum number is not reached, we reserve the right to cancel

the retreat or revision trip. Under such circumstances, you will be notified at least 30 days in advance and will be offered an equivalent retreat or revision trip on an alternative date, where available. If you do not wish to accept the alternative, you will receive a full refund of all monies paid to R&R.

38. Should unusual or unforeseeable circumstances beyond our control make the retreat or revision trip unfeasible, or for reasons of force majeure, we reserve the right to cancel at any time, providing you with a full refund of all monies paid to R&R.

Under such circumstances, R&R does not hold any responsibility or liability for any consequential loss or inconvenience it may incur, including from arrangements you have made with any other party or parties, and no compensation will be due.

Force majeure defines unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, to include, but not limited to: war, threat of war, civil strife, terrorist activity, government action or restraint, industrial disputes, natural or nuclear disasters, fire, low or high water levels, adverse weather conditions including hurricanes, epidemics, health risks, unavoidable technical problems with transport, damage and accidents from machinery or engines, closed or congested airports.

## Your booking responsibilities

39. You are responsible for all passport and visa requirements and should confirm these with these with the UK Passport Office. We recommend that each participant's passport has a minimum of six months' validity.
40. You are responsible for obtaining all necessary entry documents relating to Clause 40 for your retreat or revision trip. R&R accepts no responsibility in the event that these are not completed in time for the start of the retreat or revision trip. Any and all costs incurred in obtaining such documentation must be paid by yourself.
41. R&R does not accept any liability or responsibility in the event that the participant cannot travel or cannot take part in the retreat or revision trip as a result of a lack of compliance with any passport, visa or immigration requirements. If failure to have any necessary documents results in any fines, surcharges or other costs being imposed on R&R, you will be responsible for reimbursement.
42. It is a mandatory condition of booking that the participant has personal travel insurance to protect the value of the retreat or revision trip to include

cancellation cover for the total cost of the retreat or revision trip, curtailment cover, and Emergency Medical Assistance and Repatriation (EMAR). We will not accept or confirm a booking without proof of that insurance and cannot be held responsible or liable for any consequences resulting from false or incorrect information.

43. Personal travel insurance should be valid from the time of booking, and cover should be continuous until the day after the end of the retreat or revision trip. By taking out insurance at the time of booking, you safeguard against the event that you have to cancel your booking and claim back the deposit or final payment from the insurance company.
44. We recommend that personal travel insurance also covers loss or damage to personal possessions.
45. We also advise that participants carry an EHIC European Health Insurance Card (if applicable); please note, the EHIC only covers medical bills and does not replace standard travel insurance. See our General Terms (Clause 6) for further details.

## Entire agreement

46. The signed Booking Form and consent therein constitutes the entire agreement between the parties, and supersedes all previous agreements between the parties relating to its subject matter.
47. The participant, or parent of participant in the case of minors under the age of eighteen, acknowledges that, in signing the Booking Form, electronically or otherwise, and therefore agreeing with the Booking Conditions and General Terms and Conditions, they have not relied on, and will have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in all Terms and Conditions.
48. Nothing in this condition will limit or exclude any liability for fraud.
49. Retreats & Revision Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with *'The Package Travel and Linked Travel Arrangements Regulations 2018'*, all passengers booking with Retreats & Revision Ltd are fully insured for the initial deposit, and subsequently, the balance of monies paid as detailed in your Booking Confirmation Form.

The insurance policy will also include repatriation, if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Retreats & Revision Ltd. This insurance has been arranged by The Travel Vault in conjunction with Towergate Travel through Zurich Insurance PLC.

## Claims

In the unlikely event of Insolvency, you must Inform Towergate Travel immediately on +44 (0) 1932 334140 or by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk). Please ensure you retain the Booking Confirmation Form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance.

## Governing law and jurisdiction

50. The Terms and signed Booking Form and consent therein, and any dispute or claim arising out of or in connection with it or its subject matter, will be governed by, and construed in accordance with, the law of England and Wales.
51. Any claims or dispute of any nature arising under, or in relation to, the contract, shall be referred to arbitration in accordance with the Arbitration Act 1950 or any statutory re-enactment.
52. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Terms or its subject matter.