



Retreats and Revision

# Retreats & Revision Ltd General Terms and Conditions

## Your contract with us

1. All bookings are made directly with Retreats and Revision Ltd, also known as R&R.
2. In completing the Booking Form and its consent, you guarantee that you have the authority to accept, and do accept, the Terms and Conditions herein, and the Booking Conditions, either on your behalf or on behalf of the participant (if under 18), and that you are entering into a contractual agreement.
3. The contract is governed by English law and the jurisdiction of the English courts. A complaint may be referred to arbitration (see Clause 63-65).
4. R&R is responsible for the proper performance of the contract and all statutory duties. We will not be liable for any failure or improper performance where due diligence, reasonable care and skill has been exercised, or where such failure or improper performance is attributable to you, or the participant where they are under 18 years of age; attributable to a third party unconnected with the provision of the retreat or revision trip and is unforeseeable or unavoidable; due to an event which R&R or our suppliers, even with all due diligence and care, could not foresee or forestall.

## Data Protection

5. Retreats and Revision Ltd. is registered with the Office of the Information Commissioner (ICO), registration number ZA543466, and we are compliant with its requirements. We can provide a certificate on request. Any personal data that you provide will be held securely and for the purpose you have provided it, in accordance with the regulations of the Data Protection Act, 1998. Please see R&R's Privacy Policy for further details.
6. We may need to disclose your personal data, or that of the participant in the case of a minor, to a third-party provider (see Clause 13) for the purpose of providing the services included in the retreat or revision trip.
7. Your data, or that of the participant, may be disclosed to regulatory bodies or public authorities for the purposes of enforcing compliance with any regulatory rules or codes.

## Our Services

8. Without limitation, given the nature of the services R&R provides, and the numerous factors and variables involved, including, without limitation, the participant's level of ability when attending the retreat or revision trip, for the avoidance of any doubt,

R&R gives no guarantee, assurance or undertaking and makes no representation or otherwise, that following the provision of services, the participant will have any specific level of knowledge, or achieve any particular grade in any examination, or attain any particular level of achievement, or otherwise.

## Our insurance

9. Retreats and Revision Limited is insured for Public Liability and Professional Indemnity with Tokio Marine HCC via Vantage Insurance Services in a scheme arranged by Campbell Irvine Insurance Brokers. We can provide proof of this insurance cover on request.
10. 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.

## Agents

11. R&R acts only as agents for the owners of accommodation and services provided, for all carriers, and for road transport proprietors and drivers, and cannot be held liable or responsible. All bookings are accepted subject to ticket or transport conditions and regulations of individual proprietors, and also subject to the laws of the country in which such carriage or other facility is required.
12. Our staff and local representatives are instructed not to act as agents in booking any alternative activities other than those already approved and included by R&R. Any assistance they may offer at the participant's request does not imply that they have acted as an agent or that these activities have been approved and are offered for sale by R&R.
13. You agree that such personal information as name, address, emergency contact numbers, insurance details, specific individual needs, dietary requirements, and/or passport information may be disclosed by R&R to relevant third parties,

suppliers or other agents which we deem appropriate to ensure the smooth running of the retreat or revision trip.

## Flight booking and airport transfers

14. 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. However, as we arrange and plan retreats and revision trips so far in advance, often before the new flight schedule is available, there may be changes once the new schedule is published.
15. If you book a place on a retreat or revision trip before Easyjet publishes the new flight schedule, R&R will contact you as soon as the new flight schedule is published to confirm the flight that we shall be basing the group transfer around, leaving it up to you to reserve the corresponding flight.
16. If you wish to take up the group transfer included in the cost of your retreat or revision trip, we do not recommend booking any flight until R&R has confirmed the transfer accordingly. R&R cannot be held responsible or liable for any loss of transfer or inconvenience caused as a result of booking a flight before you have received this confirmation.
17. 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.
18. If flights have to be taken to and from Málaga airport, instead of Granada airport as originally planned, 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 return 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. You do not have to accept the transfer and may make alternative arrangements; no refund will be applicable.
19. Any change in airport or flight time will not entitle the participant to cancel the booking or make changes to the booking, and all terms of these conditions will still apply.
20. The participant is under no obligation to accept the group transfer. If you or the participant prefers to arrive in Granada on a different flight from the one suggested by R&R to fit in with our group transfer, the participant is entirely responsible for the onward journey from the airport in-country

to the venue to arrive after 17:00 on the day the retreat or revision trip commences, and no refund will be applicable. R&R cannot be held responsible or liable for the mode of transport, carrier, consequences or route taken by the participant to the venue: alternative arrangements are completely at the participant's own risk and cost.

21. If you require help in organising a separate transfer from an airport to the venue, we can offer assistance and make recommendations, however, any assistance we may offer at the participant's request does not imply that we have acted as an agent, or that the mode of transport or carrier has been approved by R&R. We hold no responsibility or liability in this regard.

## Car hire and car parking

22. If you are an adult participant attending a writing retreat and wish to arrive in your own hire car, before you make the car rental reservation, please ensure you inform R&R at the time of booking in order for us to confirm in writing that there is space available for parking at the venue. All car-parking spaces will be allocated on a first-come-first-served basis.
23. We hold no responsibility or liability for a lack of space where you have not notified us in advance of a need to park your car. You will be responsible and liable for any car parking charges or fines that result from an inability to park at the venue.
24. Please note that R&R cannot be held responsible or liable for any theft, damage or accident to cars (including contents of accessories) left at the house. Cars are left at the venue completely at the driver's own risk.

## Our documentation for participants

25. Once a participant, or Parents/Guardians of a participant (if under 18) has registered interest in a retreat or revision trip via an enquiry form on the website, R&R will send by email our Privacy Policy, Booking Form with Terms and Conditions, and a Booking Confirmation Form for the deposit, payable by BACS to the Retreats and Revision account with Barclays Bank.
26. Once the deposit and participant's Booking Form have been received by R&R, you will receive an email confirming the reservation, along with the Code of Conduct, Itinerary and participant questionnaires specific to the retreat or revision trip you have booked (to include subject-specific forms and dietary requirements). 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.
27. 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.
28. 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 reserving a place on our retreats and revision trips that flexibility is accepted and that we cannot be held responsible for delays or alterations to the itinerary and its running order. Please see Clauses 26, and 30-32 of the Booking Conditions for details of minor and major changes.

## Your documentation for us

29. All participants must ensure that they bring with them to the retreat or revision trip copies of all documentation relating to insurance to include the following: confirmation of payment, copy of the policy document, and emergency assistance telephone numbers.
30. In addition, all participants must carry, and provide copies to R&R of, any medical certificates, complete with prescription and medication details.
31. In addition to personal insurance, we recommend that all participants carry an EHIC card which entitles holders to reduced cost, sometimes free, emergency medical treatment in a European Economic Area (EEA) country. The card should be obtained in advance of the retreat or revision trip. You can apply online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by calling 0300 330 1350. The EHIC is not a substitute for travel insurance.

## Personal property

32. At all times the participant is solely responsible for taking care of luggage and personal property throughout the retreat or revision trip. R&R will not be responsible or liable for any personal possessions, property or valuables of the participant.
33. We recommend that the participant does not bring valuables on the retreat or revision trip.
34. R&R cannot be held responsible or liable for any loss, damage or accident to any luggage or personal property. All luggage and property are at all times carried at the owner's risk, even when handled by agents or representatives.
35. R&R cannot be held responsible for the recovery and return of any items of personal property. We will, however, try to locate the item and, where it is found, make arrangements for its safe return.

## Venue and company property

36. Where the participant is a minor (under 18 years of age), parents or guardians hold full liability for any damage to R&R's property or the venue caused by malice or neglect of the participant.
37. Where you as the participant are an adult, you hold full liability for any damage to R&R's property or the venue caused by malice or neglect.
38. The participant, or parents/guardian (in the case of a minor), will be liable to pay to R&R, on demand, all reasonable costs, charges or losses sustained or incurred (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or

damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the participant's negligence, failure to perform or delay in the performance of any of its obligations under the contract, including, without limitation, any breach of the Code of Conduct, subject to R&R confirming such costs, charges and losses in writing.

39. The participant, or parents/guardian (in the case of a minor), will be liable to pay to R&R, on demand, all reasonable costs sustained or incurred that arise directly or indirectly from the participant's breaking or taking any item from the venue, subject to R&R confirming such costs in writing.

## Photos and videos

40. By agreeing to these Terms and Conditions, you consent (unless otherwise stated at booking) to R&R's staff taking photographs and/or video footage of the participant during the retreat or revision trip for use by R&R for publicity and training purposes including, but not limited to, website, flyers, social media, marketing material, or press coverage.
41. R&R ensures that all participants are aware of the presence of a camera before such photographs or video footage are taken.

## Code of conduct

42. In completing a reservation, the participant agrees to abide by the rules and expectations of R&R's Code of Conduct which aims to create an encouraging, supportive and safe environment where all participants know what is expected of them and can work alongside each other to achieve the aims of the retreat or revision trip in a positive and constructive way.
43. R&R reserves the right to withdraw a participant from a retreat or revision trip, at any time, where in the opinion of the R&R Director, the presence of the participant is likely to prejudice the good order, discipline, kindness or safety of the retreat or revision trip. For further details please refer to our Code of Conduct.
44. In such an event, the participant will not be entitled to any refund, but will be invoiced by R&R for any costs, losses or expenses which R&R incurs or suffers as a result of the participant's behaviour. The decision of the Director as to the conduct, itinerary and objectives of the retreat or revision trip is final.
45. R&R will not be responsible or liable for any behaviour, conduct, act or omission of any participant on a retreat or revision course.
46. If R&R's performance of its obligations under the Terms and/or contractual agreement is prevented or delayed by any act or omission of a participant, whether an adult or a minor under the age of 18, R&R will not be liable for any costs, charges or losses sustained or incurred by the participant(s) arising directly or indirectly from such prevention or delay.

## Medical issues

47. As outlined in the Booking Conditions (Clauses 15-19), all details of a participant's illness, medical condition or disability must be disclosed to R&R at the time of booking and R&R will confirm whether the facilities, itinerary and general circumstances of the retreat or revision trip are such to accept and/or accommodate the participant.
48. The Director, Sarah Jane Page, is a qualified first-aider trained to deal with accidents and emergencies until medics can attend, however, R&R's staff do not have specific medical training and do not provide a medical service or medical facilities at the accommodation venue.
49. R&R staff cannot administer, dispense or store any medication at any time at the accommodation venue, and/or assist the participant with any of the foregoing.
50. The retreat or the revision trip Director, in conjunction with the appointed doctor if applicable, has the right to disqualify any participant at any time during the retreat or revision trip if considered necessary for the medical wellbeing or safety of the individual or other participants. In such cases, the participant will be withdrawn from the retreat or revision trip without a right to any refund. The decision of the Director as to the circumstances of the retreat or revision trip is final.

## Allergies

51. You must disclose in the Booking Form (in sufficient detail for R&R to be able to reasonably understand the nature and extent of the same) details of any allergies and/or reactions suffered by the participant, including, without limitation, severe food allergies and/or reactions, and in particular any allergies and/or reactions which will, or may, affect the participant's attendance at the retreat or revision trip. R&R will not be responsible or liable in respect of any such matter which has not been properly disclosed to us.
52. Any such matters must be brought to the attention of R&R at the time of booking. R&R will confirm what special arrangements, if any, we are able to make, to try and accommodate the relevant matter, without being obliged to make any such arrangements. R&R will make no special arrangements unless we confirm in writing that we will do so.

## Catering Arrangements

53. Unless otherwise agreed in writing or specified in the participant's Dietary Form, R&R gives no guarantee, assurance, undertaking or otherwise, that any particular food or drink, and/or specific selection of foods or drinks, will be provided; and/or that any food or drink provided at the accommodation venue, or at any food outlet we visit, will or will not contain any particular substance or ingredient, including nuts or nut traces.
54. Given the nature of the retreats and revision trips, and the fact that a number of participants will attend, it is not possible for R&R to exercise complete control and supervision of participants all of the time, or control and supervise food and drink brought by participants into the venue. R&R will not be responsible or liable for any participant in respect of any substance, food, drink, ingredient, or otherwise, eaten or ingested by, and/or offered to, the participant while on the retreat or revision trip, whether as a result of an allergic reaction or otherwise.

## Health and Safety

55. At the venue, participants will be made aware of Health and Safety issues and will receive instruction on procedures in case of Fire and Emergency.

## The Duke of Edinburgh's Award

56. R&R is an Approved Activity Provider for the Residential section of the Gold Duke of Edinburgh's Award. The AAP Licence is a quality standard which shows that R&R's revision trips have been proven to meet the requirements of the DofE Residential section.
57. R&R follows the DofE requirements for the Residential section of the Gold Award and we maintain the good name of DofE in all activities and communications.
58. R&R safeguards the DofE's aims and standards, meeting sectional conditions with an appropriate administrative framework.
59. R&R has systems in place to record the qualifications of all our freelance staff, ensuring they hold the appropriate qualifications and current safeguarding clearance.
60. R&R also keeps full and adequate electronic records of all participants for DofE purposes, and to provide parental feedback, as well as records of activities, venues, and staff.
61. R&R is responsible for ensuring that participants' activities are assessed and signed-off.
62. All information is held securely in accordance with the Data Protection Act and our Privacy Policy, and is available to The Award Scheme Ltd (the DofE's trading arm) and the DofE.

## Complaints or disputes

63. Neither R&R, nor the proprietors of the accommodation, nor the providers of any services, shall be liable or responsible for any inconvenience, damage, loss, accident, delay or accidental expense howsoever incurred by any other participant or person due to circumstances beyond their control.
64. Any issue or query that the participant has about anything during the retreat or revision trip should be raised with a member of staff at the earliest possible opportunity in order to allow us to resolve the issue or query. In the case of a minor, it is also the parent or guardian's responsibility to ensure R&R is notified as soon as an issue or query arises. No action can be taken in respect of any matter that is not notified at such time. R&R will not be liable or responsible for any such matter raised after the retreat or revision trip.
65. 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.

## Entire agreement

66. The signed and emailed Booking Form and its consent constitutes the entire agreement between the parties, and supersedes all previous agreements between the parties relating to its subject matter.
67. The participant, or parent of participant in the case of a minor under the age of eighteen, acknowledges that, in signing the Booking Form, electronically or otherwise, and therefore agreeing with the 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 the Terms and Conditions.
68. Nothing in this condition will limit or exclude any liability for fraud.

## Governing law and jurisdiction

69. The Terms and signed Booking Form and its consent, 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.
70. 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.