

Freediving and Yoga Retreats Gozo 2019 Terms & Conditions

All participants are encouraged to make themselves aware of the risks associated with the retreat activities. Each guest is advised to take out the appropriate personal accident, holiday and cancellation insurance for the full duration of the retreat.

Freediving and Yoga Retreats Gozo (FYR Gozo) accepts bookings subject to the following conditions:

ACCEPTANCE

A contract for the services is made between FYR Gozo and the client on the issue of a written confirmation of booking by FYR Gozo.

The contract is subject to these booking conditions which the client has been deemed to have read and fully understood. These booking conditions can only be varied by written agreement between FYR Gozo and the client.

BOOKING

To place a booking with FYR Gozo, FYR Gozo requires a completed booking form together with the deposit fee of 50% of the total retreat cost per person.

All bookings are provisional and are only confirmed when the deposit/payment has cleared the bank account of Calypso Diving Centre, Gozo. FYR Gozo reserves the right to decline any booking at their discretion.

FEES AND PAYMENT TERMS

The fee payable at the time of booking shall include planning, organizing and delivery of the proposed services.

Upon the successful payment of the retreat fee by the client a contract is formed for the agreed programme to be delivered. If the client wishes to alter any aspect of the programme, reasonable additional cost may be levied by FYR Gozo at their discretion.

The full retreat fee is payable 4 weeks before the commencement of the retreat unless agreed otherwise on confirmation of booking. In the event that the balance is not paid, FYR Gozo will have the discretion to treat the booking as cancelled by the client and to re-sell the retreat place. The fee paid by the client will be retained by FYR Gozo.

RESPONSIBILITIES OF THE CLIENT

The fee does not include travel to and from Malta airport. Flight arrangements are to be the sole responsibility of the client unless otherwise agreed in writing with FYR Gozo.

It is the client's responsibility to inform FYR Gozo in writing of any health issues that may make them unsuitable to participate in the services agreed. Failure to disclose any such information may result in FYR Gozo terminating the contract and withdrawing the client from the services without refund.

It is the sole responsibility of the client to ensure that the balance for the cost of their retreat place is paid in full and on time as per the terms set out by FYR Gozo.

HEALTH AND SAFETY

The client has to submit either a self-declaration form (Medical screening form) filled in and signed upon arrival OR a medical attestation declaring him/her as FIT to DIVE. The screening form is available online as download.

Any participant who answers any of the questions in the self-declaration screening form with "YES" MUST

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bring along a medical from a physician specializing in (free) diving medicine. We strongly recommend consultation of a lung specialist prior to the holidays.

VARIATIONS AND AMENDMENTS

FYR Gozo reserves the right to change any price or other particulars of the services before the contract becomes binding.

If there is a major change, FYR Gozo shall notify the client forthwith. FYR Gozo shall seek to offer the client arrangements as close to the original as it is reasonably possible in the circumstances. If there is any other change other than major change, FYR Gozo is not obliged to inform the client in advance or obliged to pay any compensation.

CANCELLATION BY THE CLIENT

If the client wishes to cancel the contract, they must advise FYR Gozo in writing as soon as reasonably possible. Any cancellations of the contract will be subject to the following cancellations charges. For the avoidance of doubt, the cancellation charges are based on the number of days before the arrival date for the respective retreat(s).

Date of cancellation	Cancellation Charge
Less than 8 weeks	100 % of the fee
Less than 12 weeks	50 % of the fee
Less than 16 weeks	EUR 200.00
16 weeks or more	EUR 100.00

These fees apply if FYR does not manage to find a replacement for the cancelled place.

An administration fee of EUR 20.00 will always apply for cancellations.

CANCELLATION BY FYR GOZO

FYR Gozo will always strive to fulfill confirmed bookings, however, FYR Gozo do reserve the right to cancel. If FYR Gozo cancels a booking prior to the commencement of the services, the client will be offered an alternative date or a refund.

MINIMUM PARTICIPANTS

The retreat programme will only be arranged as stated on the website and in the booking confirmation with a minimum of **3** participants.

In case of less confirmed clients by the start date of the retreat, the programme may be altered and shortened.

ASSIGNMENT

The contract may be assigned by the client to a third party subject at all times to the conditions.

The client is unable to assign or transfer to a third party without prior written consent of FYR Gozo. If the client wishes to assign their contract, he or she must give notice in writing providing the full name, address and contact details of the third party. FYR Gozo shall then advise in writing as to if it consents to the

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assignment as soon as is reasonably possible. FYR Gozo reserve the right to refuse an assignment to a third party at any time and without reason. If subsequently a client has to cancel due to FYR Gozo refusing the assignment to a third party, then the cancellation charges under "cancellations by the client" shall apply.

FYR Gozo may assign or sub contract to any third party the performance of any of its obligations under the contract without consent of the client.

SERVICES

FYR Gozo reserves the right to alter the content of the services at any time without notice to the client due to certain factors including but not limited to, weather, staff, health, or physical fitness of the client.

Any information on or about our services published by FYR Gozo for its literature and website is designed for the illustrative purposes only.

If the client elects not to participate in any of the services being provided, FYR Gozo has no obligation to provide an alternative activity or service and the client will not be entitled to a refund.

If FYR Gozo believes that a client's health and safety is at risk, or that a client has failed to disclose any relevant health information in accordance with our terms and conditions, FYR Gozo may at its absolute discretion make the decisions affecting the clients and where necessary may terminate the contract immediately.

The client must refrain from any illegal act or any conduct which may give offence or cause danger or damage to any person or property. If FYR Gozo or any of its staff, consultants or agents become aware of any such action, then FYR Gozo or any of its suppliers may at their absolute discretion have the client immediately removed from any property or facility without refund. FYR Gozo will have no liability to the client under such circumstances.

COMPLAINTS

If there is a problem during the services, the client must report it in the first instance to the retreat director (Antje Lewerenz) so that all efforts may be made to resolve the problem promptly and effectively. In the unlikely event that the problem cannot be resolved and the client wishes to make a complaint, then the client must notify FYR Gozo in writing within 28 days of the end of the services. Failure to provide notice of the complaint in accordance with the above will preclude the client from being entitled to take any further action against FYR Gozo.

VENUE

FYR Gozo venue has accommodations based on double occupancy in a shared room for the retreat duration of 7 nights.

If a guest requests additional night/s at the venue, it must be understood that they will be provided strictly on an accommodation only basis and only on the basis of availability. Additional nights will not include any of the services provided during the retreat. Each additional night will be charged at the appropriate rate and must be paid in advance. Payments must be done to Calypso Diving Centre.

The venue has a check-out policy which requires guests to vacate their rooms on the agreed day of departure by no later than 11.00h. This time may be altered to a later time if guests have a late departure time. However there is no guarantee.

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LIABILITY

None of the exclusions and limitations in these conditions are intended to limit any rights the client may have under the statute or common law which may not be excluded, nor in any way to exclude or limit liability to the client for personal injury or death incurred as a result of fraud or fraudulent misrepresentation by FYR Gozo.

The client understands that attending any activity or service provided by FYR Gozo involves some level of risk. These risks include but are not limited to physical injury or even death. By attending any activity or service provided by FYR Gozo, the client agrees to assume these risks and agrees to release and discharge FYR Gozo and its Directors, employees, agents from any and all claims for liability.

Neither FYR Gozo, Calypso Diving Centre nor employees or agents will be liable for any loss or damage to any personal property or vehicle belonging to the client during the services.

It is the sole responsibility of the client to purchase full and adequate medical, personal injury and holiday insurance for the full duration of their stay with FYR Gozo.

All guests must refrain from any illegal act or conduct unbecoming a retreat guest, conduct or language which may give offence to a team member or guest or any act which may cause damage to property. If FYR Gozo or any of its staff, consultants or agents become aware of any such act/conduct, then FYR Gozo and its agents may, at their absolute discretion, ask the client to leave the premises, property or facility. This will be without refund to the guest, in these circumstances, FYR Gozo will have no further responsibility or liability to the guest.

MEDIA

FYR Gozo reserve the right to take any recordings/pictures/videos of the client during the services, and the client accepts that all rights whatsoever arising in the recordings shall be solely owned by FYR Gozo. The client accepts and agrees that any recording may be used by FYR Gozo at its discretion in any manner, including but not limited to its website, promotional material and advertisement. Any client that wishes to not have any recording of them used by FYR Gozo must advise the retreat director so that all efforts can be made to maintain the client's privacy.

USE OF DATA

Any personal data that you submit will be retained for as long as you use the services and systems provided on the website.

Any or all of the above data may be required by us from time to time in order to provide you with the best possible service and experience while using our website, specifically data may be used by us for the following:

- Internal record keeping
- To help improve our products and services
- To transmit via e-mail details of our products and services which may be of interest to you