

“The attendee” is you, the guest on our retreats. Jacqueline Kyne is the company.

#### BOOKING AND CANCELLATION FOR EVENTS

1. By making a booking you are indicating that you have read and agree to the terms and conditions. Notification of cancellation must be made to the Jacqueline Kyne in writing (info@jacquelinekyne).
2. Bookings made over the telephone or by email will not be deemed accepted until we have received the booking online and we have issued a confirmation.
3. If the attendee cancels their booking less than 14 days before the event start date no refund will be offered.
4. If the attendee cancels their booking with 14 or more days before the event start date, Jacqueline Kyne will transfer the amount paid to another event (at the discretion of Jacqueline Kyne ) in our current programme of events (provided the attendee is not already booked on it), subject to the attendee notifying Jacqueline Kyne in writing within two weeks of their cancellation, telling Jacqueline Kyne which retreat the attendee wishes to transfer to.

If the event / retreat the attendee transfers to is more expensive than the one they originally booked, a further fee will also be payable. If the attendee subsequently cancel the event / retreat to which they have transferred, Jacqueline Kyne will retain the money paid. The attendee can only transfer to another event once (i.e multiple transfers are not permitted).

These dates refer to the date on which Jacqueline Kyne receives written notification of the attendee's cancellation.

5. If the attendee is prevented from attending the event they booked by genuine circumstances (e.g. insurable risks or other circumstances beyond your control), Jacqueline Kyne may choose to refund money paid, at Jacqueline Kyne's discretion.
6. Jacqueline Kyne will let the attendees know as soon as they can if, through no fault of the attendees', Jacqueline Kyne is forced to significantly alter or cancel the event. In these circumstances the attendee can choose one of the following options.
  - a) accept Jacqueline Kyne offer of a replacement event / retreat of lower cost (if available) and Jacqueline Kyne will refund the difference in cost;
  - or b) accept Jacqueline Kyne offer of a replacement event / retreat of equivalent cost
  - or c) ask Jacqueline Kyne for a refund of the money the attendee has paid.
7. If the attendee has any complaint about the event, they must make it known at the earliest opportunity to the hosts who will normally be able to take appropriate action. If the attendee is not satisfied with their response and the attendee feels their enjoyment of the event is likely to be significantly affected, they should notify Jacqueline Kyne by phone and they will do their best to resolve the problem.
8. Jacqueline Kyne reserves the right to offer discretionary discounts and this does not affect the status of any attendees who have paid the full price and no discount will then become due to them.

#### BOOKING AND CANCELLATION FOR ONE DAY AND OVERNIGHT RETREATS

1. By making a booking you are indicating that you have read and agree to Jacqueline Kyne's terms and conditions.
2. Bookings made over the telephone or by email will not be deemed accepted until we have received the booking online and we have issued a confirmation.
3. By making a deposit for a retreat the attendee confirms they are aged 18 or over.
4. If the attendee cancels their booking less than 21 days before the retreat start date Jacqueline Kyne will not refund your deposit. However the attendee may if they wish transfer their deposit to another retreat (at the discretion of Jacqueline Kyne) in our current

program (provided the attendee is not already booked on it), subject to the attendee notifying Jacqueline Kyne in writing within two weeks of their cancellation, telling Jacqueline Kyne which retreat the attendee wishes to transfer to.

If the retreat the attendee transfers to is more expensive than the one they originally booked, a further deposit will also be payable. If the attendee subsequently cancel the retreat to which they have transferred, Jacqueline will retain the deposit paid. The attendee can only transfer to another retreat once (i.e multiple transfers are not permitted).

5. If the attendee cancels their booking after they have paid in full the following cancellation charges will be made:

- between 365 and 90 days until the first day of the retreat: 33% of the retreat cost i.e. Jacqueline will retain the attendee's deposit
- between 89 days and 45 days until the first day of the retreat: 66% of the retreat cost
- 44 days or less (or fail to join the retreat) until the first day of the retreat: 100% of the cost

If the attendee cancels their booking after they have selected to pay in instalments the following cancellation charges will be made:

- between 365 and 90 days until the first day of the retreat: 33% of the retreat cost i.e. The Retreat retains the attendee's initial deposit but return any other payments made to the attendee
- between 89 days and 45 days until the first day of the retreat: 66% of the retreat cost
- 44 days or less (or fail to join the retreat) until the first day of the retreat: 100% of the instalments paid

These dates refer to the date on which Jacqueline Kyne receives written notification of the attendee's cancellation.

6. If the attendee is prevented from travelling on the retreat they booked by genuine circumstances (e.g. insurable risks or other circumstances beyond your control), they may transfer their booking to another person provided they meet all the requirements relating to that retreat.

7. Jacqueline Kyne will let the attendees know as soon as they can if, through no fault of the attendees', Jacqueline Kyne is forced to significantly alter or cancel the retreat. In these circumstances the attendee can choose one of the following options.

a) accept Jacqueline Kyne's offer of a replacement retreat of lower cost (if available) and Jacqueline Kyne will refund the difference in cost;

or b) accept Jacqueline Kyne's offer of a replacement retreat of equivalent cost

or c) ask Jacqueline Kyne for a refund of the money the attendee has paid.

8. If the attendee has any complaint about the retreat, they must make it known at the earliest opportunity to the hosts who will normally be able to take appropriate action. If the attendee is not satisfied with their response and the attendee feels their enjoyment of the retreat is likely to be significantly affected, they should notify Jacqueline Kyne by phone and they will do their best to resolve the problem.

9. Jacqueline Kyne reserves the right to offer discretionary discounts and this does not affect the status of any attendees who have paid the full price and no discount will then become due to them.

## HEALTH AND SAFETY

10. The attendee must comply fully with all and any health and safety regulations introduced by Jacqueline Kyne. The attendee must ensure that she is medically and physically fit and able to use our facilities and participate in activities. Attendees who have injuries or illnesses are advised to seek doctor's advice if practicing yoga and Pilates.

Jacqueline Kyne is not liable for any injuries to the customer in her use of our facilities or participation in activities. An attendee must always stop and rest if she is feeling any pain or sickness and inform the teacher of any previous injuries.

11. The attendee's booking is accepted on the understanding that the attendees realise the possible hazards involved in our retreats and events, including injury, disease, loss or damage to property, inconvenience and discomfort. Changes in planned retreats and events may be caused by flight cancellations, weather, sickness, or other unforeseeable circumstances. No refunds will be given for services not utilised. If an attendee at a retreat or event is unable or does not choose, to complete an itinerary on their retreat or event, Jacqueline Kyne is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the attendee is not present with the group.

12. On an active group retreat or event if the attendee participates in the activities it is necessary that they abide by the authority of the leader, who represents Jacqueline Kyne, Paying fee or deposit signifies the attendee's agreement to this, and if they commit any illegal act when on retreat organised by Jacqueline Kyne or if in the opinion of the leader their behaviour is causing or likely to cause danger, distress or annoyance to others we may terminate the attendee's retreat or event arrangements without any liability on Jacqueline Kyne. If an attendee is affected by any condition, medical or otherwise or have any special needs, these must be brought to the attention Jacqueline Kyne at time of booking.

13. Any activities participated in on our retreats or events that are not run by The Reset but in conjunction with a local company offering surfing, climbing, hiking, biking and touring etc, are of the responsibility of the attendee and the company involved and not Jacqueline Kyne. Attendees must adhere to the involved company's terms and conditions and Jacqueline Kyne are not liable for anything on the part of these companies.

## TRAVEL

14. Before an attendee comes on a retreat or event they must be covered by insurance, which must include adequate cover for baggage, medical expenses, flight cancellations or changes, transfers to and from the retreat / event venue and the cost of repatriation should the attendee become too ill to continue, including helicopter rescue and air ambulance. It is up to each individual to ensure that their insurance is adequate for the retreat / event they have booked. Any claims concerning matters for which the attendee are insured must be directed to the attendee's insurers. Jacqueline Kyne is not liable for non-compliance to this and the attendee accepts responsibility for obtaining any travel insurance required for the retreat and the activities you wish to do while on the retreat.

15. Any information or advice provided by Jacqueline Kyne on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, airlines and travel connections etc. is given in good faith but without responsibility on the part of any retreats organised by Jacqueline Kyne, and the attendee accepts responsibility for obtaining any necessary visas and travel documents required for the retreat. We also recommend all guest to have at least 6 month remaining on their passport prior to travel.

## DAMAGE

16. The attendee shall keep all venue fixtures, fittings, furniture and effects in a clean and good condition and shall replace any articles which are destroyed or missing with articles of a similar kind and of equal value.

17. Jacqueline Kyne is responsible to the attendees for the proper performance of its obligations under the contract. Jacqueline Kyne is liable to the attendees for any damage caused to the attendees and failure to perform the contract or by Jacqueline Kyne's improper performance of the contract, unless that failure is: a) attributable to the attendee; b) attributable to a third party unconnected with the provision of the services and are

unforeseeable or unavoidable; c) due to unusual and unforeseeable circumstances beyond Jacqueline Kyne's control and could not have been avoided even if all due care had been taken d) due to an event which even with all due care Jacqueline Kyne could not foresee or forestall.

## MARKETING

18. Jacqueline Kyne retains all copyright licence rights and sole exclusive ownership of the information, photographs and material displayed on its website. The material may not be modified, copied or used in any other way.

19. Each attendee hereby authorises and grants Jacqueline Kyne a royalty-free limited perpetual right to publish on any website(s) and marketing material any photographs and videos with her image. In addition, the attendee grants us a royalty-free limited perpetual right to publish on any retreat and marketing material, photographs and videos which you take or create and provide to us.

## LAW

20. This contract is governed by the laws of the Republic of Ireland. Any conflict between the terms and conditions of the contract and the law of the Republic of Ireland, then the law of the Republic of Ireland shall prevail.

## GENERAL WAIVER

21. You acknowledge that you participate voluntarily in any and all activities arranged by the retreat / event organisers, related entities, our affiliates, employees, fitness professionals and co-hosts and insofar as legally permissible, surrender your right to any cause of action against Jacqueline Kyne and all associated parties, arising from any loss or damage to person or property that may occur, prior to, during or after the retreat or event.

This is inclusive and not limited to:

1. Any damages or injuries that you incur, whether they be direct, indirect, incidental or consequential.
2. Any loss of funds or profits, whether direct or indirect, that you incur.
3. Any claim, damage or loss that you incur as caused any transaction that you make on the site.

The limitations on our liability as shown above shall apply whether or not we and all of our related entities as aforementioned have been advised of the risk of such losses.