

KENYA YOGA RETREAT TERMS & CONDITIONS

Please read these “terms & conditions” carefully before proceeding with booking of the Kenya Yoga Retreat taking place 5th June 2022 - 11th June 2022 hosted by Wild Kat Yoga and Zen Mission Yoga. Be advised, throughout this document, the terms “we”, “us”, “our”, “Wild Kat Yoga” and “Zen Mission Yoga” are directly referring to Kathrine Macleod, Laura Messer and their affiliates. Terms “you” and “your” refer to the retreat attendee and members of your travel party only.

1. BOOKING YOUR RETREAT

- a. By submitting your retreat deposit, you are agreeing to be bound by our full terms and conditions as described in these booking terms and conditions.
- b. By processing your payment we agree to accept your booking and a contract becomes active between both parties. A booking receipt (or confirmation invoice) will be issued via email to confirm receipt of payment.
- c. The person named on the receipt is responsible for the total price of the holiday and for accepting the stated terms and conditions on behalf of all people travelling in his/her group.
- d. The deposit (\$500 per attendee) required to book your holiday must be paid in full for your booking to be accepted.
- e. Your final balance will be due in full three calendar months prior to the start of the retreat, on or before 5th March 2022. Bookings made within three months of travel require full payment at the time of booking.
- f. Deposit payments will be accepted by credit or debit card and final payments will only be accepted by bank/electronic transfer.
- g. If we are unable to accept your booking you will be notified in writing and your deposit refunded within five working days.
- h. Special requests, such as dietary requirements and room type should be made in writing. We will try to arrange for special requests to be met, but cannot guarantee that they will be, nor will we be liable if any special request is not met. The provision of any special request does not constitute a term of your contract with us unless we have confirmed in writing that your requirement will be met.
- i. When you make a booking you are confirming that you are at least 18 years of age and that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party.
- j. All attendees are required to purchase comprehensive travel insurance a minimum of 3 months before departure. Proof of insurance will be required before the 3 month deadline (before 5th March 2022).
- k. By submitting your deposit, you are acknowledging that you understand the potential of injury, accident or death based on the acrobatic/physical nature of the retreat and it's potentially dangerous location.

2. AMENDMENTS & CANCELLATION

a. Amendments by you

Wild Kat Yoga and Zen Mission Yoga will make every effort to assist you if you wish to alter your arrangements after booking, but it may not always be possible.

Requests for an amendment must be made as soon as possible. Please note that, save for the transfer of a booking (see below), it will not be possible to make changes within 28 days of your travel date (8th May 2022). If your request is made after this date, your booking will be treated as a cancellation and will require re-booking. The normal cancellation charges (see below, section 2b) will apply depending upon the conditions imposed by our suppliers.

If you are unavoidably prevented from taking your holiday, by reason of, for example, but not limited to illness, jury service, loss of employment, or the death or serious illness of a close family member, it may be possible to transfer your booking to another person provided that:

- i. you submit the request in writing within a reasonable time for which the changes to be communicated and accepted by us.
- ii. your request is accompanied by documentary proof of the reason for the transfer and full details of the person who will replace you.
- iii. your replacement agrees to be bound by these booking conditions. You, as transferrer of the holiday, and the transferee shall be jointly liable to Wild Kat Yoga and Zen Mission Yoga for payment of the balance due.

b. Cancellation by you

All cancellations must be advised in writing and sent to kathrine.macleod@hotmail.com or ismesser79@gmail.com. Cancellations are effective on the day they are received. In the event of cancellation by you the following terms apply:

Cancellation charges:

- Cancellation by you less than 6 months (on or after 5th December 2021) prior to the start of the retreat: deposit is non-refundable
- Cancellation by you less than 3 months (on or after 5th March 2022) prior to start of the retreat: full payment is non-refundable

If any member of your party is prevented from travelling, the person(s) concerned may transfer their reservation to someone else (introduced by you) as long as the following conditions are met:

- i. the transferee accepts these terms and conditions.

- ii. the transferee provides us with new travel insurance details.
- iii. any overdue balance payment is received in full.

It is compulsory that you arrange adequate and comprehensive travel insurance, which should in most cases include coverage, under certain circumstances, against loss of deposit or cancellation fees, at the time of booking.

c. Accuracy of information

We check the information which we provide very carefully. However, circumstances such as weather conditions, may cause some of the activities we have described to be unavailable or different from those advertised. When we are told of any significant or long-term changes we will always endeavour to advise you prior to your departure. Due to the offbeat nature of this retreat some flexibility with the schedule is required.

d. Amendments by Wild Kat Yoga or Zen Mission Yoga

Great care is taken to ensure that the description and prices given on our websites are accurate at the time of publication. However, unexpected changes can occur, and Wild Kat Yoga and Zen Mission Yoga reserve the right to change any of the details in literature, including prices. In such circumstances, you will be advised of any such change as quickly as possible.

Wild Kat Yoga and Zen Mission Yoga may have to modify a certain details of the holiday before you travel. Most of these changes would be minor. However, if we consider them a major change we will notify you as soon as reasonably practical. A major change includes a change of destination or a change to a lower standard accommodation, and/or price. In the case of a major change before your departure we will provide you with three alternatives. You may accept the modification, you may change your booking to another available and comparable retreat, or you may cancel and receive a full and prompt refund.

e. Force Majeure

Force majeure means in the event of unusual and unforeseeable circumstances beyond the control of Wild Kat Yoga, Zen Mission Yoga and their affiliates, or beyond the control of our suppliers, the consequence of which neither Wild Kat Yoga or Zen Mission Yoga nor its suppliers could avoid even with all due care, including, but not limited to, war, threat of war, riot, civil strife, terrorist activity (actual or threatened), industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, epidemics or outbreaks of illness, level of water in local rivers, and any other events, including emergencies or non emergencies. No compensation or refund is payable in the case of force majeure.

f. Cancellation by Wild Kat Yoga or Zen Mission Yoga

We reserve the right in any circumstances to cancel your holiday for any reason. If you fail to pay the balance of the holiday price at least 3 calendar months before departure (after 5th March 2022), your booking will be treated as cancelled and levy the cancellation charges set out above (section 2b). In all cases, Wild Kat Yoga and

Zen Mission Yoga will not be liable to cancellation or amendment fees for bookings made alongside your holiday such as flights, transport and additional activities.

3. PRICE POLICY

- a. Wild Kat Yoga and Zen Mission Yoga will notify you of any adjustments in the advertised price before accepting your booking, should there be any that differ from that stated on our websites. The price of your travel arrangements can be varied after booking due to changes in transportation costs and availability, meaning that the price of your travel arrangements may change after you have booked. Government actions such as changes in VAT (Value Added Tax) or any other government-imposed charges, currency changes in relation to an exchange rate variation or fees levied by local suppliers may also vary the price after you have booked. Should you no longer wish to proceed with booking the holiday due to a significant price change, levy the cancellation charges set out above (section 2b).

4. RESPONSIBILITIES OF WILD KAT YOGA AND ZEN MISSION YOGA

- a. Wild Kat Yoga and Zen Mission Yoga make all reasonable checks to ensure that those involved in the preparation and provision of your holiday maintain the appropriate professional standards.
- b. Wild Kat Yoga and Zen Mission Yoga accepts liability for any loss you may suffer if due to fault on our part. Wild Kat Yoga and Zen Mission Yoga will not accept liability for any case of loss, injury, dismemberment or death if there has been no fault on the part of themselves, their hosts, agents, or suppliers. Thus, if a loss, injury, dismemberment or death occurs and is attributable to your own acts or omissions or to the acts or omissions of a third party not involved in providing the services which make up your package, or to unusual or unforeseeable circumstances or events which could not have been anticipated or avoided by Wild Kat Yoga, Zen Mission Yoga or its servants, agents or suppliers even with the exercise of all due care we are not held liable or accountable.
- c. Regarding attendee complaints: Wild Kat Yoga and Zen Mission Yoga accepts liability for addressing and amending any complaints, conditional upon you following the procedures for notification of such complaints set out in clause 10 of this document. If you raise a complaint against any other person whose acts or omissions have given rise to our liability, it is your obligation to notify Wild Kat Yoga and Zen Mission Yoga accordingly and timely.
- d. Our suppliers (such as accommodation or transport providers) have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider or other supplier's liability to you. You can get copies of such conditions from our offices or those of the relevant supplier upon request.

- e. If we make any payment to you, any member of your party, or insurer for claims of loss, injury, dismemberment or death, you agree to cooperating fully with us in seeking recovery of any payment we instituted.

5. YOUR RESPONSIBILITIES

- a. Before making a booking, we advise you to check advice issued by governmental travel authorities. In the UK, refer to the Foreign & Commonwealth Office on your preferred destination (Kenya) by accessing the website: www.fco.gov.uk/en/travelling-and-living-overseas or by calling the Foreign Office Travel Advice Unit on 0845 850 2829.

In the US, refer to www.travel.state.gov. This website offers a Smart Traveler Enrollment Program (STEP) which is a free service to allow U.S. citizens and nationals traveling and living abroad to enroll their trip with the nearest U.S. Embassy or Consulate.

If either the UK or US travel authorities advise against visiting Kenya, will act on this advice.

- b. Some destinations require visas and medical certificates, and you should contact the Embassy or Consulate of the country which you are planning to visit in good time before you travel. You should also contact your medical advisor or a specialist vaccination centre for details of the measures you will need to take prior to departure. ***It is your responsibility to obtain all documents required for your holiday, including passports, visas, health certificates and international driving licenses, to ensure that these are in proper order and to take them, or copies of them, with you on this holiday.*** We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents, or any other failure to meet passport, visa or immigration requirements.
- c. Wild Kat Yoga and Zen Mission Yoga cannot accept responsibility and will not offer credit or refunds if you fail to take up any component of your holiday documentation. Additionally, no credits or refunds will be given for lost, mislaid or destroyed travel documents.
- d. If, in our reasonable opinion or that of any hotel manager, tour leader or other person in authority, your behaviour is causing danger (to self or others), damage to property or persistently affecting the enjoyment of others, we reserve the right to terminate your holiday. Should this happen no refund or compensation will be paid.
- e. It is your responsibility to advise Wild Kat Yoga and Zen Mission Yoga in writing of any injuries or ailments you suffer with, physically or mentally before the commencement of your holiday. It is your responsibility to seek medical advice prior to your departure. You must agree to only participate in physical activities including yoga classes, or safari endeavors, to the level of your ability only.
- f. If you lose any personal items whilst on holiday, please obtain a written report from the police, to help with any insurance claim upon your return.

6. INSURANCE

- a. It is a condition of booking that you and all members of your party have insurance and that it is adequate for your needs. Your policy of insurance should provide cover for personal injury, death, medical and repatriation costs in the countries which you intend to visit, together with cover for loss of baggage and valuables, personal liability, delay, cancellation, curtailment, missed departure and legal expenses. If you suffer from a disability or medical condition you should disclose this to insurers. For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. Note that special insurance may be required if you intend to undertake any dangerous or sports activities. Please keep your insurance details with you whilst on holiday. Some activities carry inherent risks and if you are participating in such activities you may be asked to sign an additional form by the local supplier. In rare cases beginners may have to take lessons at a charge before being permitted to use hotel equipment otherwise offered free.

7. INDEPENDENT EXCURSIONS

- a. Please note that if you should book an excursion independently of what is provided by and outlined in our itinerary, you must contract with the local company providing that excursion. By doing so, you accept full responsibility for the outcome of said excursion and relieve Wild Kat Yoga and Zen Mission Yoga of any connection or association to the excursion. As such we have no legal liability for anything that goes wrong on such an excursion and any claim which you might have arising out of the excursion will be against the relevant local company and subject to the local company's terms and conditions.

8. DATA PROTECTION

- a. In order to process your booking and to ensure that your travel arrangements run smoothly and meet all requirements, we need to use the information you provide such as your name, address, and any special needs/dietary requirements etc. We take full responsibility for ensuring that proper security measures are in place to protect your information. We will not pass any information on to any person not responsible for part of your travel arrangements and safety. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If, however, we do not have your permission to pass this information to the relevant suppliers, we cannot accept your booking. In making

a booking, you consent to this information being passed on to the relevant persons. You are entitled to a copy of your information held and forwarded by us. If you would like to see this please contact Wild Kat Yoga or Zen Mission Yoga during normal working hours.

- b. The information you are required to provide may include debit/credit card details. As set out above, we take full responsibility for ensuring that proper security measures are in place to protect this information.

9. ILLNESS AND DISABILITY

- a. If you or any member of your party suffers from a disability or other medical condition, please tell us before you book. This retreat takes place in a remote location which may lack facilities for disabled guests such as ramps for wheelchairs, lifts and so on. Medical facilities may not be readily available for potential acute needs. This holiday requires a fair degree of physical fitness to undertake the activities included. The location may involve exposures in high altitudes and require strenuous physical activity. ***You are responsible for consulting and gaining approval from your medical provider prior to departure if you have any health conditions that could be affected by such activities.*** Examples of these conditions are, but not limited to cardiovascular conditions, respiratory illnesses, mental illnesses and neurological conditions.

10. IF YOU HAVE A PROBLEM

- a. If you are unhappy with any aspect of your arrangements while you are on holiday, you must address your complaint immediately to your trip hosts. We will make every concerted effort to rectify the situation. It is unreasonable to take no action whilst on holiday, but then to write a letter of complaint upon return. If the problem is not resolved locally and you wish to complain, full details must be sent to the Wild Kat Yoga or Zen Mission Yoga in writing and must arrive within 30 days of your return. We will do our best to investigate and reply to you within 28 days of receipt of your letter. Failure to take either of these steps will deny Wild Kat Yoga and Zen Mission Yoga the opportunity to resolve the problem immediately and/or investigate it properly. In consequence, this may affect your rights under this contract.

11. DESCRIPTIONS

- a. Every effort is made to ensure that the details, description and prices contained on this website are correct based on information passed to Wild Kat Yoga and Zen Mission Yoga by its suppliers. However, there is a possibility for changes to occur, sometimes with minimal notice. Under such conditions, you will be advised at the time of booking, or if after booking, as soon as practicable, of any such changes to

our published information. It is not always possible for Wild Kat Yoga and Zen Mission Yoga to control all elements of the holiday whereby advertised facilities can sometimes become unavailable at short notice due to inclement weather conditions, lack of demand, emergency repair works, etc.