

## **Terms and Conditions of Service – KIN Retreats**

All participants must be aware of the terms and accept the risks associated with the activities. Personal Accident and Cancellation Insurance is required.

### **1) Interpretation and Definitions**

**The business:** KIN

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

**“Booking”** A Booking made by the client by paying a deposit.

**“Booking Form”** The Booking Form produced by KIN via email to be completed by the Client upon making a Booking after deposit has been paid.

**“Contract”** The contract between the Client and KIN under which the Services are to be provided by KIN to the Client

**“Client”** A person or company who makes a Booking with KIN.

**“Deposit”** The initial payment paid by the client at the time of booking.

**“Fee”** payment

**“Force Majeure”** Any act, event, omission or accident beyond KIN’s reasonable control including but not limited to Act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or subcontractors, strikes, lock-outs or other industrial disputes, failure of utility service or transport network.

**“Major Change”** A change in the date

**“Minor Change”** A change in the location, members of staff or trainers.

**“Recordings”** Photographs, videos or any other visual recordings taken of the Clients during the provision of the Services.

**“Services”** The services provided by TBC to the Client under the terms of the Contract and **“Service”** shall be construed accordingly.

Wording importing the singular meaning shall include the plural meaning and vice versa.

All wording within the booking conditions is generalised and reference to any gender includes the other genders.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

### **2) Acceptance**

- A contract for the activity and / or service is made between KIN and the Client on the issue of written confirmation of booking by KIN.

- 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 KIN and the client.
- No verbal representations made by KIN shall be relied upon by the Client.

### **3) Booking**

- To place a booking, KIN require a deposit fee. Bookings should be made via [www.inthekin.com](http://www.inthekin.com), so then the Client shall be deemed to have read and fully understood these conditions and signed the declaration on the Booking Form. All bookings are provisional and are only confirmed once the deposit has cleared in KIN's bank.
- KIN reserves the right to decline any booking at their discretion.
- All bookings are booked on a room share basis. Unless otherwise agreed between the Client and KIN. All rooms sleep two guests.

### **4) Fee and Payment Terms**

- The fee payable at the time of booking shall include the planning, organising and delivery of the proposed activity and /or service.
- Once the Deposit has been paid by the Client and cleared, a contract is formed for the agreed programme to be delivered. If the Client wishes to alter any aspect of the programme additional reasonable costs may be levied by KIN at their discretion.
- The deposit is non refundable if the client decides to cancel the booking before final payment is made.
- The deposit is non refundable in any circumstances.
- The balance of the fee is payable 6 weeks before the arrival date, unless agreed otherwise on confirmation of booking. In the event the balance is not paid KIN will have the discretion to treat the booking as cancelled by the client and re-sell the course place.

### **5) Responsibilities of the Client**

- The Fee does not include travel to and from the site / location at which the proposed activity and / or service shall be provided and this shall be the sole responsibility of the Client unless otherwise agreed in writing by KIN.
- The Client is responsible for their own personal medical requirements, clothing and footwear for the duration of the activity and / or service unless otherwise agreed in writing with KIN.
- It is the Client's responsibility to inform KIN in writing of any health issues that may make them unsuitable to participate in the activity and or service agreed. Failure to disclose any serious illness, injury or high dose of medication will allow KIN to reserve the right to refuse the client to partake in strenuous exercise. Such information may result in KIN terminating the Contract and withdrawing the Client from the activity and / or services without refund, notwithstanding condition 8.

### **6) Variations and amendments**

- KIN reserves the right to change any price or other particulars of the Services before the contract becomes binding.
- If there is a "Major Change" KIN shall notify the Client forthwith. KIN shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances, an alternative date if one is available.
- If there is any other change other than a "Major Change" (e.g. Minor Change or a Force Majeure), KIN is not obliged to pay any compensation, or notify the client in advance.

### **7) Cancellations by the Client**

- If the client wishes to cancel the Contract they must advise KIN in writing. KIN reserve the right to move the date of services to an alternative date. If a booking is cancelled after the

deposit has been paid, the deposit is non refundable. If a booking is cancelled after final or full payment has been made, 100% fee is kept by KIN and is non refundable to the client.

### **8) Cancellations by KIN**

KIN will always endeavour to fulfil confirmed bookings however do reserve the right to cancel. If KIN cancels a booking prior to the commencement of the activity and / or services the Client will be offered an alternative date if one is available.

If the retreat is cancelled due to a Force Majeure, KIN will not be obliged to refund any monies paid by the Client. The Client should get travel insurance to cover them in these circumstances.

### **9) Assignment**

- The Contract maybe assigned by the Client to a third party subject at all times to condition 2.
- The client is unable to assign or transfer the Contract to a third party without the prior written consent of KIN. If the client wishes to assign their contract, he or she must give notice in writing providing the full name and address and contact details of the third party. KIN shall then advise in writing as to whether it consents to the assignment as soon as is reasonably practicable. KIN reserves the right to refuse an assignment to a third party at any time without reason. If subsequently a client has to cancel due to KIN refusing the assignment to a third party then the cancellation charges in condition 7 shall apply.
- KIN may assign or sub-contract to any third party the performance of any of its obligations under the Contract without consent of the client.

### **10) Services**

- KIN 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 the weather and physical fitness of the client.
- Any information on our Services published by KIN for its literature and website is designed for illustrative purposes.
- If the Client elects not to participate in any part of the Services being provided, KIN has no obligation to provide an alternative activity or service and the Client will not be entitled to a refund.
- If KIN believes a Client's health or safety is at risk or a Client has failed to disclose any relevant health information in accordance with condition 3, KIN may at its absolute discretion make decisions affecting the Client and where necessary may terminate the Contract immediately without refund.
- The client must refrain from any illegal act or any conduct which may give offence or cause danger or damage to any person. If KIN or any of its staff, consultants or agents, become aware of any such action, then KIN or any of its suppliers may at their absolute discretion have the Client immediately extracted from any property or facility without refund. KIN will have no liability to the Client in such circumstances.

### **11) Complaints**

If there is a problem during the Services, the Client must report it in the first instance to the KIN course manager or instructor. If it is still unresolved then the issue should be reported immediately to a Director of KIN, so that all efforts can 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 KIN in writing giving full details within 28 days of the end of the Services. Failure to service notice of the complaint in

accordance with the above will preclude the Client from being entitled to take any further action against KIN.

#### **12) Liability**

- None of the exclusions and limitations in these conditions are intended to limit any rights the Client may have under statute or common law which may not be excluded; nor in any way to exclude or limit liability to you for personal injury or death resulting from KIN's negligence or that of its employees or agents; or for any liability incurred as a result of fraud or fraudulent misrepresentation by KIN.
- The Client understands that attending any activity or service provided by KIN 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 KIN the Client agrees to assume these risks and agrees to release and discharge KIN and its directors, employees and agents from any and all claims for liability.
- Neither KIN nor any of its directors, employees or agents will be liable for any loss or damage to any personal property or vehicle belonging to the Client during the course of their stay at the KIN villa/holiday.

#### **13) Media**

- KIN reserve the right to take any recordings of the Client during the activity and /or services and the Client accepts that all rights whatsoever arising in the recordings shall be solely owned by KIN.
- The Client accepts and agrees that any recordings may be used by KIN at its absolute discretion in any manner including but not limited to its website, promotional material and advertisements.

#### **14) Copyright**

KIN reserves all copyright which may subsist in the products of, or in connection with, the provision of all activities, services or facilities. KIN reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

#### **15) Law and Jurisdiction**

These terms and conditions shall be governed and construed in accordance with English and Welsh law and the parties shall submit to the non-exclusive jurisdiction of the English and Welsh courts.