

TERMS OF SERVICE

Terms of Service

DEFINITIONS:

All the headings and sub-headings are for convenience only and are not to be taken into account for the purposes of interpreting it.

“the Company” is to represent Maria Sol Gago Corfield trading as Sol Corfield Solfitdance.

Unless the context clearly requires otherwise, any reference to “Sol Corfield” or “Solfitdance” is to include the other

Unless the context clearly requires otherwise, any reference to “Holidays” or “Holiday” & “Bali Retreat” or “Retreat” or “Retreats” is to include the other

Usage of the terms “We” and “Us” are to refer to “the Company”

Usage of the terms “You” and “Your” is to refer to the signee.

“Start Date”: The designated start date of the retreat for which you are booking. For clarity, it will be designated at 14pm on the date of the advertised retreat start date.

Payment Due Date: The date by which all sums owed for the retreat you have booked become immediately payable.

“End Date”: The designated end date of the retreat for which you are booking. For clarity, it will be designated as 10am on the date advertised that the retreat would finish.

“Retreat(s)/Holidays”: The trip you have booked with Us

“Primary place of business”: the accommodation that We are supplying to You as part of your Retreat with Sol Corfield

“Booking Fee”: the non-refundable £400 sum per person that is required to secure Your booking with Us

"Deposit": the non-refundable £400 sum per person that is required to secure Your booking with Us

“Organisers”: is to mean Sol Corfield, and any agent, contractor, or third party that We may engage within the course of providing to you the services outlined as part of your Bali Retreat

“Cancellation” is defined as You not attending your scheduled Holiday, including postponing or rescheduling

POLICIES

Minimum age

The minimum age for attending any retreat with us is 18.

Cooling off period

There is no cooling-off period when purchasing or booking any of our Holidays or Retreats.

Your Health

You warrant that you are in good physical condition and you know of no medical or other reason why you cannot or should not do any form of active exercise, including, but not limited to, High-Intensity Interval training, strength training, cardiovascular training, swimming, running, yoga, stretching.

Acknowledgement of risks

You warrant that You are aware that all exercise and travel carries risks, and acknowledge you are participating willingly, and in knowledge of these risks.

You recognise that We are not able to provide you with medical advice, and that any information provided should be used as a guideline only. If you have any prior knowledge of health concerns or health risks, you acknowledge that it is your responsibility to seek clearance from a health care professional prior to attending any of our retreats or holidays.

Indemnity

You agree to fully indemnify without limitation any of Our trainer(s), director(s) or contractor(s) against any injury, malpractice, mishap, or accident during any and all of Your interactions with Us.

Meeting Your Responsibilities and Paying for Your Trip

If your chosen payment method fails, you are liable for any and all resulting fees.

If you do not fully pay your fees on the due date, Sol Corfield has the right to suspend or decline access to any services, activities and facilities associated with Your Bali retreat, until all outstanding balances have been paid in full and you have given us your updated payment details (if you are requested to do so).

We will make a reasonable effort to advise You on the status of the failed payments by email.

Payment Policy

To reserve a spot on any holiday, a non-refundable booking fee of £400 per person is required upon booking. Payment of any outstanding sums owed (the balance) must be made at least two months before the start date of the Bali retreat you are to be attending.

Travel Insurance

It is your responsibility to organise suitable travel and health insurance. You acknowledge that Sol Corfield is not in the business of providing insurance products and cannot be held liable if your failure

to arrange suitable insurance coverage leaves you exposed medically, financially or otherwise.

You understand and acknowledge that it is a condition of booking that you must take out an adequate travel insurance policy that covers all activities which may reasonably be undertaken during your holiday, as well as but not limited to, trip cancellation insurance. The policy and insurance coverage must be valid and in effect for the entire duration of your holiday.

Please note, even if you have private health insurance in your Country of Residence, it is unlikely that this insurance will cover overseas trips to the extent required to participate in the activities organised on a trip with Sol Corfield.

Travel Cancellation Insurance

It is your responsibility to organise suitable travel and health insurance. You agree and acknowledge that Sol Corfield is not in the business of providing insurance products or providing cover for and on behalf of guests, and is not to be held liable.

Depending on the policy and conditions, travel cancellation insurance may pay for some or all costs associated with cancelling a booking. It is a condition of booking that you must take out and hold an adequate travel insurance policy that covers trip cancellations, abandonment by your airline and flight delays.

A copy of these must be sent to Sol Corfield prior to your departure and you are required to carry proof of insurance with you.

You are responsible for ensuring that you are in possession of travel insurance for the entire duration of the expedition in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment, flight and travel delays, loss of personal baggage or theft of possessions etc.

Cancellations Policy

Guest Cancellations

It is your responsibility to read and understand our Cancellation Policy & Terms of Service before making a reservation.

Naturally, no one books a holiday with the intention of cancelling or postponing, but unexpected things do happen, so you must have adequate travel cancellation insurance in place before booking your holiday.

If you need to cancel any booking, cancellation fees will apply. Any notice of cancellation must be provided in writing, and all transaction fees from our payment gateway will be deducted from your refund.

Please refer to the following for a breakdown of applicable cancellation fees:

If you cancel **120 days or more** before your Start Date, you will be refunded the full amount paid up to that date, less any transaction fees imposed by our payment gateway, and excluding the £400 per person booking fee ("Deposit") which is non-refundable.

If you cancel **between 60 - 120 days** before your Start Date, you will be refunded 50% of any sums paid, less any transaction fees imposed by our payment gateway, and excluding the £400 per person booking fee ("Deposit") which is non-refundable.

Cancellations **less than 60 days** before the Start Date of your Escape are non-refundable and will result in a forfeit of any and all sums paid.

Due to our need to commit to accommodation and other arrangements in advance, exceptions to our policy cannot be made for any reason.

For the avoidance of doubt, in the event that you have not paid the applicable booking value (the trip price) at the date of termination then you shall be liable for the balance of the booking value (the trip price) due less any amount due to be refunded.

Transferring your booking to someone else

You can transfer your booking to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 14 days before departure provided that the new lead passenger accepts the transfer and these booking conditions. Both you and the new traveller are responsible for paying all the costs we incur in making the transfer.

Trip Cancellations made by Us

If Sol Corfield has to cancel or change the Start Date of any holiday, for any reason whatsoever, you're entitled to transfer the sums paid to another trip (either scheduled or at some future time within the next two (2) years) to be used as credit, or you can request a refund of payments made by You to Us.

Unavoidable / extraordinary circumstances

We reserve the right to cancel if the holiday is significantly affected by unavoidable and extraordinary circumstances, including but not limited to: war, threat of war, airport closures, airspace closures, epidemic, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened), other force majeure events and UK Foreign, Commonwealth & Development Office (FCDO) advising against travel to a particular destination. In these cases, we will try and provide an alternative date or suitable holiday alternative of comparable standard.

COVID-19

Due to the changing travel restrictions related to the Coronavirus pandemic, it is necessary for us to feature contingency start dates for our trips, to be implemented if travel restrictions are updated due to a

change in Government guidance of your home or host nation. By agreeing to these terms and conditions, you are accepting your trip start date may be moved to the stated contingency date and no refunds of deposits or balances paid are applicable. In circumstances where we are no longer able to start the trip on the original date, we will notify you of the move to the contingency start date. If continued restrictions mean the trip cannot start on the contingency date, we will issue a refund.

What is NOT included in your fee

International and domestic Flights

Visa expenses and insurance

Vaccinations

Optional extra activities (outside of the program itinerary)

Alcohol / soft drinks

Lunch

Tips

Accommodation

Unless otherwise specified, all bookings are based on shared occupancy. A single supplement is usually charged where one person necessitates single occupancy in accommodation, irrespective of whether by choice or circumstance. If this applies, you will be advised of this during the booking process.

Prices

All prices we advertise are accurate at the date published, but we reserve the right to amend prices upwards or downwards at any time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Before you make a booking, we will give you the up-to-date price of your chosen expedition including the cost of any supplements, upgrades or additional facilities which you have requested. When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be recalculated based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.

Confirmation of your travel arrangements

The majority of our travel itineraries require a minimum number of passengers to book onto them to reach the minimum numbers before they are confirmed to operate. You will be made aware of this at the time of booking and once this threshold has been met we will notify you that your travel arrangements are confirmed. We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed and is showing as "Guaranteed" on your invoice. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

Late Arrivals/Early Departures:

We do not offer credit for arriving late to our Holiday or departing early.

Passports, Visas and Documents

It is Your sole responsibility to ensure You have a valid passport, valid visa(s) and all other valid & up-to-date documentation required for entry into any country to be visited in connection with, or en-route to or from Your holiday.

Such documentation includes but is not limited to, pre-arrival forms, passenger locator forms, and vaccinations.

Third Parties

Sol Corfield holds no responsibility for the actions or omissions of third parties or independent contractors, including in the event that they modify the nature of a service on a holiday as compared with the advertised nature of the service.

Further, Sol Corfield accepts no responsibility for delayed, missed or cancelled flights, buses, ferries, transfers, or any other modes of transportation required by You to get to Your accommodation, or any other activity or event in connection with or relating to Your retreat.

Standards of service

We may operate holidays in regions where standards of accommodation, transport, safety, hygiene, medical facilities, and other infrastructure may, at times, be lower than those you normally expect and will vary throughout the trip. Your booking is accepted on the understanding that you realise the hazards involved in this kind of expedition, including injury, disease, loss or damage to property, inconvenience, and discomfort. The suppliers of the services and facilities included in your expedition should comply with local standards where they are provided. We will not be liable to you in respect of any of your personal property that is lost, stolen or damaged before, during or after an expedition.

Participant Behaviour

As a result of your behaviour during any stage of your holiday including on an aircraft, transfer, in any accommodation, cruise or excursion, we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated. For the purposes of this section reference to “you” or “your” includes any other person in your party.

Local laws and customs

Laws and customs of the countries you visit can be vastly different to those in the UK. Be aware of your actions to ensure that they do not offend, especially if you intend to visit religious areas. There may be serious penalties for doing something that might not be illegal in your home country. It is your responsibility to familiarise yourself with, and respect local laws and customs, and you are strongly advised to check with the appropriate embassy, consulate or British and Commonwealth Office or <https://www.gov.uk/foreign-travel-advice> for further information regarding local laws and customs of the country/ies you plan to visit.

Code of Conduct

The participants agree to abide by Sol Corfield Code of Conduct. We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in the UK or

overseas in any risk or danger, on the telephone, in writing or in person.

By confirming your booking you accept that you will adhere to our Code of Conduct and that our holiday leaders have the authority to prevent you from participating in any part of a expedition should they have concerns about (a) your ability to safely partake in an activity or (b) your physical ability to complete an activity in the required timescale. In the event the leader deems such a decision is necessary, we will reasonably endeavour to make alternative arrangements, but we will not be liable to provide any refunds for missed activities and you may be liable for additional costs incurred. On an active group, it is necessary that you abide by the authority of the holiday leader, who represents the Company.

Illegal acts

If you commit any illegal act when travelling with Us or if in our reasonable opinion or the reasonable opinion of the leader or another person in authority your behaviour is disruptive, threatening or abusive, causes unnecessary inconvenience, impacts on others participants' enjoyment of the trip or is causing or likely to cause damage to property, danger, distress or upset, disturbance or annoyance to others or puts any other traveller or our staff in any risk or danger, on the telephone, in writing or in person, we may terminate your travel arrangements without any liability on our part.

General Waiver

You agree to sign a waiver with Sol Corfield at least 30 days before your retreat Start Date.

You acknowledge that during any trip with Sol Corfield you participate voluntarily in any and all activities arranged, and insofar as is legally permissible, you surrender your right to any cause of action against Sol Corfield, their agents, contractors, employees and directors,

arising from any loss or damage to any person or property that occurs during a holiday with Sol Corfield up to and including death.

Photo / Video Release – Use of Image

You hereby grant to Sol Corfield the absolute and irrevocable right, and unrestricted permissions to use photographic portraits/images/videos in which you feature that are taken during the retreat to use/republish/copyright, etc. for commercial use in association with Salt Escapes. You hereby release and discharge Sol Corfield from any and all claims and demands arising out of or in connection with the use of the photographs and video footage, including without limitation any and all claims for libel or invasion of privacy.

By booking any retreat with Us you agree to be bound by and adhere to all policies and rules.

For any questions or queries, please email us at solfitdance@gmail.com

Data Protection

We own the copyright and all intellectual property rights in any photographic, audio or video material produced by our employees or agents which is produced during your holiday (the “Material”). You agree that we may use any such Material in which you appear for promotional and marketing purposes only and provided always that our use of such Material shall not be in our reasonable opinion defamatory or damaging to your personal reputation. If You would prefer us not to use such Material as described herein, please indicate this to us in writing or by email. In the event that you believe either during or after Your Trip that some Material may be defamatory or otherwise detrimental to you, you shall notify us in writing or by email as soon as possible and we shall use our reasonable endeavours to withdraw any such Material already published and

shall cease to use any such Material in any further marketing or other publications forthwith.

Law and jurisdiction

This booking is governed by English Law, and the jurisdiction of the English Courts.