



REDESIGN YOUR LIFE RETREATS

TERMS AND CONDITIONS

These Terms and Conditions govern the relationship between you (the "Client"), in relation to any Retreat ("Retreat") organised by Sharni Quinn ("Retreat Organizer").

This document contains important information and you should read this carefully.

Client name: _____

Date of Retreat: _____

Location of Retreat: _____

1. BOOKINGS

On your confirmed booking and paid deposit for the REDESIGN YOUR LIFE Retreat, a binding contract will exist between you Sharni Quinn.

It is your responsibility to check your booking details and payment carefully and inform Sharni Quinn immediately in the event of any error.

Your booking deposit will be due immediately upon booking and the balance will be payable not less than 60 days prior to departure in the case of any international travel.

2. GROUP RETREAT

Some of our Retreats will be based on a minimum number of participants. In the unlikely event that these numbers are not reached, Sharni Quinn reserves the right to cancel the Retreat and refund all payments made.

3. SPECIAL REQUESTS

Any special requests for room allocation, diet considerations and the like must be communicated to Sharni Quinn. Every effort will be made to ensure that these requests are fulfilled, but they cannot be guaranteed.

4. PRICES

Prices quoted by Sharni Quinn are based upon the rates of exchange at the time of booking and may be subject to variation if there is a change in exchange rate, or increase in transportation costs or fuel prices. Any increase in the quoted price will be notified to you at least 8 weeks prior to departure. If

surcharges exceed 10% of the original Retreat price you may exercise the option to cancel your Retreat arrangements. If you settle the final balance of the Retreat price by the due date we will absorb any price increases after that date.

5. EXCLUSIONS

Unless we specify otherwise, the quoted price of any Retreat excludes:

- Any personal items such as laundry; drinks not specified and other incidentals;
- Visa and airport security charges if levied by an airport to cover the cost of security arrangements;
- Travel insurance;
- Optional excursions;
- Transport between your home and airport/port/station;
- Gratuities for services provided on a personal basis;
- Meals not specified;
- Additional charges relating to late bookings or changes.

6. YOUR RESPONSIBILITIES

It is your responsibility to check your passport and visa requirements, and you should check these with the relevant embassies and/or consulates prior to travel. Sharni Quinn accept no responsibility if you are unable to travel if you have not complied with the relevant requirements in force prior to and at the time of travel.

In order to participate in a Retreat, you will require travel insurance. You are responsible for arranging and for the full costs of your own travel insurance.

It is your responsibility to check all compulsory and recommended health requirements, including vaccinations, prior to your travel, and to ensure that you are in receipt of all and any necessary vaccination certificates and other health documentation. The cost of obtaining such documentation is your responsibility and Sharni Quinn accepts no responsibility or liability if your travel arrangements are affected should you fail to do so.

You must provide Sharni Quinn with full details of any existing medical condition or disability which may affect your Retreat arrangements at the time of your booking (including any accommodation requirements). If in our reasonable opinion, your chosen travel arrangements are not suitable for your medical problem or disability, or if you are not travelling with someone who can provide all assistance you may reasonably require, Sharni Quinn reserves the right to decline to accept the booking. If you do not give Sharni Quinn full details of your medical problem or disability, Sharni Quinn reserves the right to cancel the booking if we discover full details which in our reasonable opinion, would render your travel arrangements not suitable, or if you are not travelling with someone who can provide all assistance reasonably required. If we cancel your booking as a result, the cancellation charges set out in clause 9 below will apply.

You shall not use any property occupied during your Retreat except for its permitted use and shall not use such property for any offensive, noisy, dangerous, illegal, entertainment, immoral or improper purposes. You shall not do anything which may be a nuisance or annoyance to any accommodation occupied during your Retreat, or its guests, staff or owners and you agree to abide by any rules, terms or code of conduct in force at any Retreat accommodation selected by Sharni Quinn Harris.

You shall keep all fixtures, fittings, furniture and effects contained in such property 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.

7. CHANGES BY YOU

If you wish to make any changes to your Retreat after your booking is confirmed and deposit has been paid, you must inform Sharni Quinn in writing. We will do our best to implement your request but cannot guarantee that this can be done. If you change your booking less than 90 days before departure, this will be treated as a cancellation and a new booking and you will be liable for the cancellation charges set out in these Terms and Conditions.

If you wish to change any aspect of your Retreat after it has commenced, we will do our best to help, subject to you being responsible for any cancellation or amendment charges.

8. CHANGES BY US

It may be necessary from time to time for us to make changes to your booking. If we make a significant change, we will notify you in writing as soon as possible. If there is time before your departure, you will have the choice of either accepting the change, accepting the offer of an alternative travel arrangement of comparable standard, if available, or cancelling your booking and receiving a full refund of all monies paid. If you accept an alternative arrangement, we will refund any difference in price if the alternative is of a lower cost. These options do not apply to minor changes we may need to make, which may include a change of accommodation for another of the same or similar standard.

9. CANCELLATION BY YOU

You may cancel your Retreat at any time in writing, provided the cancellation is made by the person who has signed the booking form. We will retain your deposit and apply cancellation charges as shown below. This indicates the period before departure within which written cancellation is received, and the amount of cancellation charge as a percentage of the Retreat price, which you will be liable for:

More than 90 days - 100% of total amount of the Retreat will be refunded.

30 – 90 days - 50% of total amount of the Retreat will be refunded.

Less than 30 days - sorry but no refunds given, no exceptions.

You may be able to reclaim these charges if the reason for your cancellation is covered under the terms of your insurance policy, subject to any excesses or premiums.

10. CANCELLATION BY US

Whilst we try to never cancel a Retreat, we reserve the right to do so and will cancel your Retreat if you fail to make any payments by the required due date.

If we cancel your Retreat for any other reason, we will notify you in writing as soon as possible and you will have the option of choosing an alternative Retreat of a comparable standard, if available, or receiving a full refund of monies already paid. Unless the cancellation is due to *force majeure* or low bookings (as referred to in clause 2) we will pay you the compensation amounts set out in clause 9. If cancellation is because of low bookings you will be notified at least 30 days before departure. The only circumstance in which a Retreat will be cancelled less than 30 days before departure is for reason of *force majeure*.

11. FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the Covid-19 pandemic), quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalised lack of availability of raw materials or energy.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

The Parties hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure event to the extent that they prevent the performance of a Party's obligations under this Agreement.

In the effect of a Force Majeure, the Retreat Organizer retains all payments made until a new date for the Retreat has been confirmed and communicated within 30 days after the Retreat was planned. If the Retreat is not postponed but cancelled due to Force Majeure, then the Retreat Organizer will retain the 50% deposit for costs incurred but pay back the balance of the Retreat to the Client. The Client may reclaim these charges if applicable and covered with their insurance policy.

12. LIMITATION OF LIABILITY

Sharni Quinn shall not be liable for any losses, damage, costs or damages ("**Losses**") resulting directly or indirectly from your death, bodily injury or illness. We shall do our best to advise you, should you through misadventure suffer any illness, personal injury or death during the period of the Retreat, but shall not be liable for any costs or damages arising therefrom.

Sharni Quinn shall not be liable for any Losses arising from the cancellation, delay, change in course programme, loss of or damage to your personal property, or acts of *force majeure*.

Notwithstanding the abovementioned, the maximum liability of Sharni Quinn in respect of any Losses suffered by you shall be limited to the amount actually paid by you to Sharni Quinn Harris in respect of your Retreat.

13. INDEMNITY

You shall be liable for any loss or damage directly or indirectly caused by you ("**Damage**") during the course of your Retreat and you agree to indemnify Sharni Quinn against any such Damage. Payment for any such Damage shall be made to us or our supplier immediately at the time that it occurs or as soon as is reasonably practicable thereafter. If the cost of the Damage is not known at the time, we will reasonably estimate it and if this reasonable estimate exceeds the amount you have paid, you shall pay the difference once known, and if it is less, the difference will be refunded to you. You shall be liable for and agree to indemnify Sharni Quinn in respect of any claim subsequently made against Sharni Quinn by any third party as a result of your actions on your Retreat, or as a result of any Damage as aforesaid, and agree to pay Sharni Quinn on written demand, all costs incurred by Sharni Quinn arising from your actions (including our own and any third party's legal costs on the attorney and client scale).

14. LEGAL COSTS

You shall be liable for all legal costs (including but not limited to costs on the attorney and client scale), collection charges and tracing fees which may arise from Sharni Quinn exercising its rights in terms thereof.

15. GOVERNING LAW, JURISDICTION

This Agreement shall be governed by the law of the Republic of South Africa.

Sharni Quinn shall be entitled but not obliged to institute any proceedings against you in the Magistrates Court in the Republic of South Africa having jurisdiction over you notwithstanding that the claim or value of the matter in dispute may exceed the jurisdiction of that Court.

16. GENERAL

Subject to the provisions set out above, these Terms and Conditions constitute the sole recording of the agreement between you and Sharni Quinn, in respect of the matters referred to herein.

No variation or addition to these Terms and Conditions shall be binding on either party unless reduced to writing and notified to you in writing.

Notwithstanding any waiver, indulgence or relaxation, express or implied, granted by Sharni Quinn to you, these Terms and Conditions remain in force unless and until cancelled by Sharni Quinn in writing, and any obligation of you hereunder shall remain in full force and effect.

Each clause in these Terms and Conditions is severable, the one from the other, and if any one or more clauses contained herein is found to be invalid or unenforceable, such clauses shall not affect the balance of these terms and conditions of sale, which shall remain of full force and effect.

SIGNED by Sharni Quinn at _____ on this the ___ day of _____ 202__



SHARNI QUINN (Retreat Organizer)

SIGNED by _____ at _____ on this the ___ day of _____ 202__

THE CLIENT