

&Breathe

POSTNATAL

&BREATHE FAMILY WELLBEING

TERMS & CONDITIONS OF BOOKING | POSTNATAL AND FAMILY RETREATS & EVENTS

(Version 3.0)

When you book a family or postnatal retreat or day retreat ('retreat'), or a workshop or event ('event') with &Breathe Family Wellbeing Limited ('&Breathe' or 'us' or 'we'), you are confirming that you have read these terms and conditions ('booking conditions'), and are accepting them for yourself and on behalf of all other persons included in your booking (together 'your family').

All bookings made with us are subject to our booking conditions.

RETREATS & EVENTS

We have a variety of retreats, day retreats, workshops and events, which differ by date, duration, location, number of family members, facilities and extras as well as prices, fees and costs. What the retreat includes is set out on our website (www.andbreathepostnatal.com). When booking, the details stated on the website and confirmed to you via email shall be read alongside these booking conditions. If there is a conflict between the details on the website and these booking conditions, the terms included on the website and communicated to you via email shall prevail. All other booking conditions will still apply. If you are uncertain about anything, please contact us with your questions before booking to ensure you and your family have the best experience.

The retreats and events are subject to availability. We reserve the right to withdraw, alter or cancel any of the retreats and events, and to modify or discontinue any of our treatments, consultations, workshops or events, at any time without notice or liability. Treatments, consultations, workshops and other activities or services included in the retreat package are not transferable to other persons or guests.

OFFERS

All offers are subject to availability, and we reserve the right to change or withdraw any of our offers at any time without notice. Offers cannot be used in conjunction with any other offer.

BOOKINGS

Bookings for retreats require a 50% deposit to secure your booking and payment of the balance at least 2 months before your date of arrival. Bookings for retreats within 2 months of your date of arrival must be paid in full at the time of booking. Bookings for day retreats, workshops, events and all other products must be paid in full at the time of booking.

Please note that if you are paying a combined deposit for both yourself and on behalf of friends or family, this does not constitute as one booking. A combined deposit for more than one booking cannot be offset against the total value of one of the bookings if one of you is unable to attend for whatever reason.

PAYMENTS

Payments for bookings can be taken:

- by bank transfer to our United Kingdom account;
- mainly for USA products: by bank transfer to our US Transferwise account;
- credit/debit card: by payment provider SquareUp or via our online store using Stripe.

We may require a credit card imprint upon arrival to guarantee any monies due for extra fees and charges incurred by you or your family for additional services (like treatments, workshops, classes, or consultations) or damage to property.

If we do not receive your payment(s) in time for whatever reason, we reserve the right to refuse admission and any deposit may be forfeited at our discretion. We reserve the right to offer an alternative date of stay or to cancel your reservation(s) with full or partial refund to the person who paid in accordance with our booking conditions.

PRICES, FEES & CHARGES

Our fees and charges will be inclusive of any residence, meals/food/refreshments, treatments, consultations, classes and workshops as specified for the retreat or event and package booked by you at the time of your booking.

Any applicable value added tax, sales tax, goods and services tax, or similar tax on goods or services, shall be paid by you in addition to our fees and charges. Any charges, fees and/or commissions relating to any payment by you to us (or any of our agents or contractors) shall be paid by you in addition to our fees and charges.

Additional treatments, classes or workshops booked after arrival at the retreat will be charged at the rates shown at the retreat. Pre-booked additional treatments, classes or workshops will be charged at the rate current on the date of booking.

The prices, fees and charges shown on our website and in other communications (e.g. leaflets, brochures, social media) are subject to change at any time without liability or notice.

GIFT VOUCHERS AND FUNDS

Gift vouchers and gift funds have no cash redemption value, no change can be given from them and they cannot be exchanged for further gift vouchers. If the total cost of your stay or day package exceeds the value of the gift voucher(s), the balance must be paid at the time of booking. All gift vouchers remain the property of &Breathe, and will be kept by us after their presentation or use. Refunds are not available for expired gift vouchers so please note your voucher expiry date, usually 12 months from the date of purchase.

Please ensure that you bring your gift voucher or fund number with you to present on arrival. Non-presentation of the gift voucher will necessitate a charge being made until the voucher is presented. If full or part payment for your visit is by a gift voucher this will become void if you fail to arrive. All other cancellation charges are shown under 'Cancellation' heading, except that a refund cannot be made against a gift voucher or fund.

TRAVEL ARRANGEMENTS

All travel arrangements are your responsibility and at your own cost. We shall not be held liable for any consequences arising from delays or cancellations in any of the companies you may have made arrangements with, or for any irregularities in your documentation required for travel. It is your responsibility to hold a valid passport and any visas you may require prior to travel.

AIRPORT TRANSFERS

Transfers to or from the retreat are at your own cost and at your own risk unless otherwise specified in writing. We can arrange airport transfers to and from the retreat on request, if you give us reasonable notice and relevant details regarding your flight, luggage and passengers. Transfer vehicles are arranged and operated by taxi firms or owner-drivers with whom you enter into a private agreement. The driver is responsible for your safety and well-being for the duration of the transfer journey. On arrival at your destination, you will be asked to compensate or pay the driver directly. We cannot be held responsible for any delays or the direct or indirect consequences of delays or other problems or issues with the airport transfer provider used.

EXCURSIONS

On occasion we may assist you with information about or booking local services or excursions. All such assistance is provided in good faith and for guidance only, and so we cannot take responsibility for availability or quality or complaints. We cannot accept any responsibility for any items, goods or services purchased by you during an excursion or outside the retreat or event, or with regard to the quality or value of the same. We strongly recommend that you check in advance whether your purchases will be subject to additional charges for import duty, value added tax, excess weight allowance or freight.

TREATMENTS

All treatments not included in your retreat or event package are subject to availability and all prices are subject to change at any time without notice, but are fixed at the price applicable on the day the request for treatment is received.

Although we try to accommodate guests' requests for specific treatment times, these cannot be guaranteed. You must give us at least 48 hours' notice if you want to cancel an additional treatment to avoid being charged.

HEALTH

If you or a member of your family or group has a medical condition or illness, serious or otherwise, you must inform &Breathe at the time of booking and provide a letter from your GP/doctor confirming that it is safe for the person with the condition to attend the selected retreat or event or activity. In the interests of the person's well-being, we reserve the right to decline or shorten your stay or cancel your booking, if we form the opinion at any time that that person's personal safety or health would be or is at risk, or if the condition places other guests at the retreat at risk.

If an emergency arises in connection with your health, &Breathe will try to do everything in our power to assist, but we shall not be responsible for any health-related emergency or the outcome of such emergency.

Should you have a massage or other treatment or attend a class when on the retreat, you acknowledge that you have voluntarily chosen to participate in your massage, treatment or class. It is your responsibility to tell the therapist or practitioner of any underlying health or medical conditions

that may affect you during your treatment. We cannot be held responsible for any injuries which may occur as a result of any treatment carried out at the retreat or event if you fail to disclose any such conditions.

Exercise

If you book an exercise class, massage or treatment for yourself or another guest, you confirm that the exercise class, massage or treatment is safe, suitable and appropriate to someone with your or his or her health and medical condition.

We require that you complete a pre-exercise questionnaire once you arrive at our retreat or event for our practitioners to understand more about your physical condition and any injuries, ongoing fitness-related issues and birth/pregnancy-related issues and adapt our classes and activities accordingly. You must disclose on this form anything pertinent to physical fitness activities and massage/treatments. We will use the information on this form at our retreats and events for the safe conduct of exercise and instruction. We will also use this information in conjunction with pre-exercise consultation and PT session to adjust level of exercise and introduce any appropriate modifications. Your questionnaire will be stored securely on paper in the United Kingdom, you may request it at any time. We will keep this information for 6 years following your &Breathe retreat/event after which it will be destroyed.

If you have asthma, a heart condition, a growth condition or have experienced chest pains or dizziness in the last month we would strongly advise you NOT to try any workouts or activities involving physical exertion. At all times, you shall comply with all stated and customary terms, posted safety signs, rules, and oral instructions given to you by any instructors, clinicians, treatment providers, course providers or other person with a relevant skill or specialist knowledge.

INFORMATION AND ADVICE RECEIVED ON A RETREAT

Any information, contact details or signposting provided by us or other guests on your retreat is not to be relied on or used as an alternative to medical advice from your doctor, health visitor, or other professional healthcare provider. We are not medical professionals, nor registered healthcare providers. If you have questions or concerns about any medical matter, or think you, your baby or another member of your family may be suffering from an ailment or medical condition, you should seek immediate medical attention, consult your doctor or other professional healthcare provider. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment, because of information given at any point during one of our retreats. Parents must accept full responsibility for their children at the retreat or event at all times.

ETIQUETTE & UNACCEPTABLE BEHAVIOUR

We want all our guests to have a safe, relaxing and enjoyable time at their retreat so please note and follow the guidelines below:

Mobile Phones / Tablets / Laptops

Retreats are designed for people to be relaxing and fun. As a courtesy to other clients and to preserve the ambience of the retreat or event, mobile phones, tablets, and laptops are not permitted in the treatment, consultation and spa areas of the retreat.

Mobile phones and wi-fi enabled devices are permitted in the public areas and in your own bedroom(s). The volume of your voice or the device's speaker should at all times be kept as low as

possible so as not to disrupt or annoy others. Listening to music on headphones is permitted, but only if the volume is at a level that does not disrupt or annoy others nearby.

You may take photographs of your own family in the public areas, but not of other families or their children without their prior express permission.

Smoking

All the retreats and events are entirely non-smoking. Smoking in a non-smoking area will result in an automatic fine of £250 (or equivalent in the currency in which the booking was made) for each offence to cover the cost of cleaning. We may charge the amount of the fine before or after your or your family's departure from the retreat or event.

Spa & Facilities

You are kindly requested to shower before using, and not to take any breakable objects into, the wet facilities, for example, the swimming pool area. Loungers cannot to be reserved. This ensures a clean, safe and friendly environment for all.

If you have booked a treatment or consultation with us, we kindly ask that you arrive 5 minutes before your scheduled treatment time. If you are late for your treatment or consultation, your appointment may be shortened in duration.

Excessive noise or disturbance

We kindly request all guests to respect all other guests, their families and other persons by keeping noise to an agreeable level and by behaving in a socially responsible and sensitive manner at all times throughout the retreat and accommodation areas or during the event. In this way, all our guests will be able to enjoy the facilities and retreat in a convivial and stress-free atmosphere.

Safe and Sensible Alcohol Consumption

On safety grounds we advise guests to be sensible about their alcohol consumption. Alcohol intake may affect an individual's safe enjoyment of the retreat's facilities, gardens and treatments. You can bring and consume your own alcohol at the retreat in moderation. We provide an honesty bar for guests' use during the week, the bill for which must be settled at the end of the week.

Dress code

There is no formal dress code. At the retreats and events, we encourage you to wear clothes that are relaxing but also considerate of other guests. For exercise classes you must wear suitable clothing for fitness, including suitable trainers/footwear designed for sports to prevent injury.

REMOVAL FOR UNACCEPTABLE BEHAVIOUR OR BREACH

We reserve the right to require you and all or any member(s) of your family or group to leave any part of the retreat's or event's premises or areas, or the retreat or event, as soon as requested by us, without compensation, if we in our opinion believe the conduct or behaviour of you or anyone in your family or group is or could be: (a) dangerous, disturbing, abusive, obscene or threatening towards any other person; or (b) adverse to the health or safety of other persons; (c) causes annoyance, or if you, or a member of your family or party, cause disturbance to other guests or cause damage to the fabric or fittings of the building, the surroundings or wildlife. We have the right to recover from you the costs of this damage and/or any compensation we are obliged to pay or

reasonably offer in connection with or arising from the unto any persons, firms, companies and government authorities to settle any claims.

EARLY DEPARTURE

If you depart before the departure date specified on your booking confirmation, you will not be entitled to a refund for the unused part of your booked stay.

CANCELLATION BY YOU

If you wish to cancel your stay or any treatments, classes or consultations, please contact us as soon as possible. We highly recommend that you have travel insurance in case you need to cancel your stay unexpectedly. All cancellations must be made in writing by post or email.

We will apply the following charges to each person for cancellations of bookings:

- Cancellation within 2 months prior to arrival date: Full payment is forfeited, unless you/we can find a replacement for your spot.
- Cancellation 2-6 months prior to arrival: Deposit payment is forfeited, unless you/we can find a replacement for your spot.
- Cancellation more than 6 months prior to arrival: Deposit payment 75% refunded.
- Non-arrival without notice: Full payment is forfeited.
- Please note that any issues related to Brexit shall not be taken into account if you choose to cancel your booking.
- In the case of serious medical issues which are related to pregnancy/baby such as miscarriage, still birth or hospitalisation, we will be as understanding as possible. We may be able to offer a transfer to another retreat date of your choosing, or in extreme circumstances, we may offer a refund (solely at our discretion) if we cannot find a mutually acceptable date. Unfortunately, this is not always possible, in which case, full payment may be forfeited in line with our cancellation policy above. It is for this reason, we highly recommend taking out adequate travel insurance to cover for any unforeseen eventualities on your part.

We will apply the following charges to each person for cancellations of additional treatments, courses or consultations:

- Cancellation within 48 hours of appointment: 100% of fee or charge.
- Cancellation more than 48 hours of appointment: 10% of fee or charge.

CANCELLATION BY US

It is unlikely that we will have to make changes to your booking for the retreat or event. However, occasionally we may have to make significant changes after your booking has been confirmed or cancel confirmed bookings. We reserve the right to do so at any time. If we have to make a significant change to, or cancel, your booking, and provided that there is time to do so prior to your arrival at the retreat or event, we will notify you of such change and you shall have the option to: (a) accept the alternative proposed booking arrangements as notified to you, or (b) cancel your booking together with a refund of any monies paid to us. If you do not notify us of your choice within 7 days of our offer of the alternative booking arrangements, we will assume that you have chosen to accept the alternative booking arrangements option.

The option above will be your sole remedy in the event of a significant change or cancellation by us. No compensation will be paid and no liability beyond offering you the above option (where applicable) can be accepted.

TRAVEL INSURANCE

It is your responsibility to have adequate and appropriate insurance cover for all aspects of your travel to and from the retreat or event, and in respect of your stay or attendance at the retreat or event, including cancellation, curtailment, and illness. Uninsured persons will still be charged in accordance with our normal terms and conditions. You understand that your participation in any sports or physical activities during your stay at the retreat or event shall be at your own risk, and in particular we shall not be held responsible in any way for any injury or loss suffered or incurred when participating in a sport or physical activity not arranged or organised by us.

WEATHER

Weather is erratic and difficult to predict, and weather forecasts are not always accurate. We shall not be held responsible for any disruption or inconvenience to your stay or attendance at the retreat or event, or to any additional costs or expenses incurred, due to bad, unseasonal or unusual weather conditions.

LOSS OF MONEY OR VALUABLES

No responsibility can be accepted by &Breathe for the safety of money or valuables of any kind brought to any retreats or events, whether placed in a safe (if any) or not. If you do bring money or valuables, it is your responsibility to have them covered by your own insurance against loss, theft, fire and damage.

PROPERTY

All property and items belonging to &Breathe at the retreat or event shall remain the property of &Breathe. We reserve the right to charge you during your stay or after departure for any goods or items (including but not limited to bathrobes, towelling, room fixtures and fittings) removed by you from any part of the premises or grounds where the retreat or event is held, or otherwise lost or damaged. Any items borrowed by you from us (such as car seats or cots) are to be used at your own risk. We cannot accept any responsibility for these items or their performance when they are in your care. We expect you to follow all reasonable instructions and take all reasonable care when using borrowed items.

DOCTOR

The retreats and events are not alternative medical centres, and do not have a resident doctor. Guests are advised to consult with their family doctor about the need to limit or avoid any of our treatments and facilities (i.e. inclusive treatments).

PHOTOGRAPHY & SOCIAL MEDIA

Photographs may be taken by us or our agents at the retreat or event for promotional purposes, including Facebook, Twitter, Instagram, our website and blog. Please let us know if you would prefer we did NOT use any of these photos for promotional purposes.

Please note that photography used on our website pages is for illustrative and indicative purposes only and is not a guarantee of the exact look or specification of the premises, facilities, accommodation or services that you will receive or enjoy at the retreat or event.

CHILDCARE

Childcare at the retreat or event will be provided by experienced nannies or parents. We will use all reasonable endeavours to ensure your child remains safe and cared-for while you are at the retreat or

event. We cannot be held responsible for any accidents that occur during this time. You are required to provide us with all information pertaining to the safe care of your child, including but not limited to allergies, medical conditions, sleep routine, and play preferences.

REPRESENTATIONS & INDEMNITIES

In consideration of your being allowed to participate in and access the retreat's classes and treatments, you hereby agree to release, indemnify, and hold harmless & Breathe, its respective members, employees and representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to your attendance at the retreat or event, or participation in any of the activities, treatments, consultations or workshops held at or in connection with the retreat or event.

You represent that you and every member of your family or group: (a) have no medical or physical condition that would prevent you or them from participating in any of the retreat's activities or classes, (b) do not have a physical or mental condition that would put you or others in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise, save those that have been disclosed to us in writing prior to or at the beginning of your stay or attendance at the retreat or event.

You acknowledge that you accept full responsibility for your choice and selection of activities, treatments, consultations and classes at the retreat or event. Accordingly you represent that you will have full regard to any chronic disabilities or health and medical conditions when making choices or selections for you and your children, and shall ensure that every member of your family does the same. Accordingly you and your family members shall use all reasonable endeavours to avoid all activities, treatments or classes that could or would put your or their health or safety at risk.

COMPLAINTS

If you have any issues concerning the Retreat or Accommodation during your stay you should notify us as soon as possible and while there. Any formal complaint should also be made in writing via email. We will not normally make any refunds in respect of complaints made after your departure if you did not make the complaint or problem known as advised. In considering any complaint we will take into account whether we have been given the opportunity to investigate it and provide a remedy at that time.

OUR LIABILITY

No provision in the booking conditions shall limit or exclude &Breathe's liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for a breach of the booking conditions or any other liability which cannot be limited or excluded by applicable law. The other provisions of the booking conditions shall be subject to this paragraph.

Our liability in connection with your bookings shall be limited to the amount received by us for your bookings.

It is possible that accommodation, services or facilities may need to be adjusted or withdrawn temporarily or permanently due to maintenance, legal requirements, factors beyond our control, operational needs, the needs of other guests, or good practice.

Any typographical, clerical or other error or omission in any sales communication or literature or any other document we issue will be subject to correction without any liability on our behalf if it is a mistake of fact.

We do not accept any liability for anything beyond our control, or caused by something beyond our control, including (but not limited to) cancellations; the threat of war; terrorist actions or threats; closure of airports or seaports or bus or train stations; civil strife or protest; industrial action; natural disasters; technical electrical or mechanical problems; cancellations by staff or suppliers or contractors; or changes in your personal circumstances.

Optional trips or activities booked locally by you are not our responsibility. Any exercise or other activity performed, carried out or undertaken at the retreat or event at your own initiative and which is not a specified part of any booked treatment, class or consultation shall be at your own risk, and we shall not be responsible for any loss, damage or injury suffered or incurred.

MECHANICAL & ELECTRICAL BREAKDOWNS

Any mechanical or electrical breakdowns which occur on the premises are usually beyond our control, although we will try to repair any such fault as soon as possible.

DATA PROTECTION AND PRIVACY

When you make a booking with &Breathe, you will be providing us with personal information about yourself and others in your family. This information is necessary for us to arrange appropriate accommodation and services that will help you to enjoy your stay and minimise the risk of injury.

When you make any bookings with &Breathe, you will have given or be giving consent to our holding and processing personal data relating to you, your family and any member of your group. We shall use such personal data to provide information, accommodation, services and facilities at the retreat or event, and process payments, in connection with your booking; and to inform you and your family about similar products or services that we provide (though this can be stopped at any time by contacting us).

You consent to us sharing or making such information available to our suppliers, contractors (particularly those providing treatments, classes, workshops or consultations), advisers, regulatory authorities, governmental bodies, and potential purchasers of us or any part of our business (together 'sharing recipients'). You consent to the transfer by us of such information to sharing recipients outside the United Kingdom and the European Economic Area where the retreat or event is held outside the United Kingdom and the European Economic Area.

LAW AND JURISDICTION

Please note that the booking conditions, and all agreements, contracts, arrangements, claims and disputes between you and us shall be governed by and construed in accordance with English law, and by accepting the booking conditions when making your booking and/or attending the retreat or event, you shall agree to submit to the jurisdiction of the English courts.

HOW TO CONTACT US

If you would like to contact us about anything, you can contact us by email at hello@andbreathepostnatal.com or by telephone on +44 7739 413 835, and we will do our very best to respond as helpfully and promptly as possible.

OUR COMPANY DETAILS

Our registered name: &Breathe Family Wellbeing Limited

Our registered office: 17 Station Road, Sawbridgeworth, Hertfordshire, United Kingdom, CM21 9AY

Our company is registered in England and Wales with company registration number: 10770530.