

# SILVER LININGS

## RETREATS

### RETREAT TERMS & CONDITIONS

This is the privacy notice of Silver Linings. In this document, "we", "our", or "us" refer to Silver Linings Limited.

We are company number 10205595 registered in UK.

Our Trademark number is UK00003552693

Our registered office is Silver Linings Retreats Limited, 85 Great Portland Street, First Floor, London W1W 7LT

These are the Terms and Conditions that will apply to your booking when booking one of our retreats. Please read them carefully as you will be bound by them.

These Terms shall constitute the entire agreement between Silver Linings Retreats Ltd and the Client relating to the subject matter herein and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein.

The contract and booking are made with, and services will be provided by Silver Linings Retreats. By booking a retreat, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

### BOOKING TRIPS & THE CONTRACT

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with Silver Linings Retreats, you accept on behalf of yourself and all those named on the booking, to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when Silver Linings Retreats sends a confirmation email, and when you have completed the deposit payment.

A Silver Linings team member will contact you within 48 hours, regarding your completed registration to confirm your participation in your selected retreat. Confirmation of your participation does not necessarily mean that your trip is confirmed to run. Silver Linings asks that you refrain from purchasing non-refundable travel until you receive an email confirmation from the Silver Linings Retreats staff. In order for our retreats to take place we require a minimum of 6 participants.

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**\*\*Please note that Silver Linings Retreats only offers retreats and related activities to those 16 years of age and over.**

### **DEPOSITS**

For all advertised retreats and dates, a non-refundable deposit of 50% of the Wellness Package per person plus submission of our online booking form is required to complete your booking. This may be hosted on our partner hotel website.

You may book a retreat with a deposit (50% of the Wellness Package) until 30 days prior to the retreat start date, after which full payment is required to secure your spot (if any are still available).

The remaining balance of your Wellness Package is due 30 days before the retreat begins. We will notify you of the balance due date after your deposit has been processed.

If the final balance is not received by the due date, then your booking cannot be guaranteed and Silver Linings Retreats reserves the right to cancel your booking and forfeit your deposit.

\*Please note deposits made on all bookings are non-refundable and non-creditable due to the requirement to purchase non-refundable and non-transferable essentials including but not limited to; accommodation reservations etc on your behalf to secure your spot on the retreat.

Deposit payments can be transferred to another retreat taking place within two calendar years, if you notify us 30 days or more before the retreat start date.

Deposits are paid via PayPal, BACS transfer or direct to the partner hotel through their on-line booking systems.

We DO NOT keep your credit card on file. When we send over an invoice, you must re-enter your credit card information.

### **REFUND / CANCELLATION**

We understand that unexpected events can arise that can affect your plans.

If you cancel more than 30 days before the retreat start date, you may request a partial refund (less a cancellation fee equal to the deposit).

All retreat payments become non-refundable less than 30 days before the retreat start date.

### **BALANCE TRANSFER**

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Full and partial retreat payments can be transferred to another retreat taking place within two calendar years, if you notify us 30 days or more before the retreat start date.

There is a £100 deposit transfer fee associated with making this change but avoids incurring the cancellation fee.

You may also transfer the balance to a friend if you let us know 30 days or more in advance.

You may only transfer your retreat deposit once.

### **PRICING**

All retreat prices shown are per person and are generally quoted in GBP & USD depending on the location of the partner hotel.

Silver Linings Retreats is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

Silver Linings Retreats reserves the right to alter the prices of any of the travel arrangements shown on our website. You will be advised of the current price of the travel arrangement you wish to book before your contract is confirmed.

Unless stated otherwise, the price of your travel arrangement includes each and all of the component parts described within your booking confirmation invoice.

Not included in the price of your travel arrangement is flights, transport, travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your retreat Wellness Package. Additionally, any items or services purchased during a retreat are not included in the cost of your travel arrangement unless specifically stated.

### **MEDICAL CONDITIONS & SPECIAL REQUIREMENTS**

The Client must inform Silver Linings Retreats on our registration form of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel, including medications you are currently taking. Failure to notify us may result in the Client being refused certain activities during the retreat at the Client's own expense. Some retreats may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions, please email us if you have concerns.

It is absolutely vital that you are accurate with your fitness level and medical conditions for your own safety.

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Silver Linings will do its best to meet special requests including dietary or physical limitations, but such requests may not always be possible depending on the retreat, in which case Silver Linings reserves the right to refuse Clients with certain conditions.

Silver Linings Retreats will do its best to meet Client's special requests including dietary requests, but such requests do not form part of the Contract and therefore Silver Linings is not liable for not providing these requests.

As a client, you **MUST** carry medical insurance. Medical facilities vary from country to country and Silver Linings will do its absolute best to bring you to a proper medical facility as needed but makes no representations and gives no warranties in relation to the standard of such treatment.

### **FINAL PAYMENTS**

For all retreats, the payment of the FINAL balance of the retreat price is due 30 days prior to the retreat start date in the currency advertised.

If a booking is made within less than 30 days, your deposit including full payment will be required at your initial sign up. We **DO NOT** accept sign-ups less than 10 days prior to retreat start date.

We break down payments into deposit & balancing payment for most retreats.

If the final balance is not received by the due date and there is no concise reason as to why, Silver Linings reserves the right to treat the Client's booking as cancelled.

Please ensure Silver Linings Retreats is on your contact list so our emails don't go to your junk folder!

### **CANCELLATION OF A RETREAT BY THE CLIENT**

Any cancellation by a Client must be made in writing (via email) and be acknowledged by Silver Linings in writing (via email).

Under no circumstances is your deposit refundable. Deposits are required to secure bookings.

If you cancel and you have made additional payments to your deposit, your full balance can be rolled over to another date of your same trip within two calendar years. If your trip is not offered again, you can switch locations and fees can be transferred.

Fees apart from the deposit can be refunded in special circumstances including:

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- **Serious injury or illness of the client**
- **Serious injury or illness of close family member**

In the case of a natural disaster, Silver Linings Retreats applies to the “act of god” rule and no fees will be reversed.

### CANCELLATION OF A RETREAT BY SILVER LININGS RETREATS

Silver Linings reserves the right to cancel any retreat for any reason but will not cancel a retreat less than 30 days before the retreat start date except for unusual or unforeseen circumstances outside Silver Linings’ control. When a retreat is cancelled by Silver Linings before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

Transfer their deposit to another retreat taking place within two calendar years, or:

Receive a full refund of all monies paid under the contract as soon as possible.

Silver Linings is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail tickets, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate retreat of a higher value than that originally booked, then the Client must pay the difference in price.

Where after departure a significant element of the trip contracted for cannot be provided, Silver Linings will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, Silver Linings will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Silver Linings’ control, Silver Linings will in some circumstances offer compensation.

Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation or meal offering.

### AIRFARE

Silver Linings retreat Wellness Packages do not include national or international airfares. Silver Linings strongly recommends you wait until the trip is confirmed to run before booking airfares or making any non-refundable travel arrangements.

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### **TRAVEL & HEALTH INSURANCE**

Silver Linings recommends Clients obtain travel medical insurance. This insurance must cover personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance and repatriation.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client during travel. Silver Linings have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a train, bus, or other mode of transportation, publicly owned or operated by Silver Linings or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. Silver Linings cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Silver Linings such as hotels, huts, expedition vehicles, boats or any other mode of transportation.

The Client acknowledges that the Silver Linings Wellness Packages do not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance, the Client must ensure the insurer is aware of the type of travel to be undertaken.

### **EVACUATION PROCEDURES AND COSTS**

Silver Linings Retreat Leaders, local guides or other representative's decisions will at all times be final on all matters likely to affect the safety and well-being of the trip. We reserve the right to prohibit any retreat client from continuing on a trip with no right of refund if, in our opinion, that client's actions pose a threat to the safety of others, to the wildlife, themselves, or if the client's actions and/or behaviours are harming the enjoyment of the trip for others.

Evacuations costs are to be covered by the person being evacuated.

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### TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure and travel to retreat destinations (passport must be valid 6 months past the return date), all visas, permits and certificates including COVID and other vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the retreat and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by Silver Linings regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client and Silver Linings is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

Retreat Details: To expedite the obtaining of travel documents and flight bookings please note that all international trip-related documents such as Retreat Planning and Packing Guides will be sent via email once the trip is confirmed to run. Silver Linings will aim to confirm trips within a reasonable timeframe.

### CLAIMS & COMPLAINTS

If a Client has a complaint against Silver Linings, the Client must first inform the Retreat Leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the Silver Linings Retreat Manager whilst on retreat so that Silver Linings is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on retreat will result in the Client's ability to claim compensation from Silver Linings being extinguished or at least reduced. If satisfaction is still not reached through these means during the retreat, then any further complaint must be put in writing to Silver Linings within 30 days of the end of the trip.

### CLIENT RESPONSIBILITY

The Client acknowledges he or she may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in their daily life. By booking travel with Silver Linings, the Client acknowledges they have considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges, and laws in effect at each stop along the itinerary and is encouraged to locate or make contact prior to embarkation with their local embassy or consulate at the trip destination.

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### **SUPPLIERS & INDEPENDENT CONTRACTORS**

Hotels/accommodation, shuttle services, excursions or other elements of Silver Linings Retreats may be arranged by Silver Linings with local suppliers who may themselves engage the services of local operators and/or sub-contractors. Silver Linings will at all times endeavour to appoint reputable and competent local suppliers.

The terms and conditions of the hotels and suppliers will be applicable. These may limit or exclude the liability of the hotel and supplier. The liability of Silver Linings will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither Silver Linings, nor any carrier is liable for independent contractors.

### **SAFETY & TRIP ENJOYMENT**

We take your safety and well-being very seriously, which is why we partner with trained professionals for our all of domestic and international retreats. However, you are ultimately responsible for your safety, which is why we ask all retreat participants to sign a liability waiver before departure. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by the Silver Linings Retreat Leaders and/or Local Guides and instructions given by them.

Silver Linings reserves the right to prohibit any Client from continuing on a trip with no right of refund if, in our opinion, that Client's actions pose a threat to the safety of them, others, or to the wildlife, or if that Client's actions or behaviours are seriously jeopardizing the enjoyment of the trip for others. The decision of the Silver Linings Retreat Leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip. All Clients must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and Silver Linings will not accept responsibility or liability for any Client who contravenes any laws or other regulations of any country visited.

### **HEALTH & FITNESS**

Most Silver Linings retreats should not be overly strenuous for people who are healthy and reasonably fit. If you (or anyone on whose behalf you are booking) are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking. If your health or fitness changes between the time of booking and your trip departure date, you must notify the Silver Linings office of these changes before the retreat starts.

### **PHOTOS, VIDEO AND CONTENT CREATION**

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In the course of participation in a Silver Linings retreat, photos or video may be taken by participants, guides and professional photographers. These images may be used in any Silver Linings promotional materials, website, all social media platforms (i.e. Instagram), etc., unless Clients specifically requests to the photographer or in writing to Silver Linings, to not use any material your image is depicted in. Otherwise, permission is granted to Silver Linings to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

### **RETREAT ITINERARY CHANGES**

Silver Linings and its partners reserve the right to alter retreat programs and itineraries due to weather, instructor availability/illness or other circumstances. These programs may be changed or cancelled at any moment during the retreat to assure the safety of our clients and staff. No responsibility is accepted for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules or other similar causes.

Silver Linings and its partners do not assume responsibility for accidents or deaths that can be traced to the participants' negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, war or other similar causes.

### **DATA PROTECTION**

To ensure that retreats run smoothly, Silver Linings need to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Clients to Silver Linings, and also pass on such information to our hotel partners and other outfitters/guides or suppliers involved in the operation of the retreat. Silver Linings will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to hotel partners, outfitters or suppliers responsible for the retreat. By completing the Silver Linings Retreat Booking Form, Clients consent to this information being transferred as required.

### **LIABILITY**

Silver Linings is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Silver Linings and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised

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including (but not limited to) an event of force majeure; or any event which Silver Linings and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that Silver Linings is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then Silver Linings Retreats limits its liability.

### **ACCEPTANCE OF RISK**

The Client acknowledges that the nature of the retreat is physical and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release Silver Linings from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. At the time of payment, the Client is required to sign Silver Linings Retreats WAIVER. Please read carefully.

### **SEVERABILITY**

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

### **SUCCESSORS & ASSIGNS**

These Terms and Conditions shall inure to the benefit of and be binding upon Silver Linings Retreats and the Client and their respective heirs, legal personal representatives, successors and assigns.

### **APPLICABLE LAW**

The Contract and these Terms and Conditions are subject to the laws of the England.

We are company number 10205595 registered in UK.

### **WAIVER OF BOOKING CONDITIONS**

These Booking Terms and Conditions may only be waived or amended by written mutual consent. When a Client completes, submits and makes the payment for booking their place for a retreat, they agree to accept all these conditions, and when the booking is accepted, Silver Linings agrees to carry out the obligations as defined therein.

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## UPDATING OF TERMS & CONDITIONS

Silver Linings Retreats reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on [Silver Linings Wellbeing](#) website.

If you have any questions or concerns, please email us at [retreats@silverliningswellbeing.com](mailto:retreats@silverliningswellbeing.com)