

# SIMPLY SOULFUL YOGA & THERAPIES

## RETREATS, PRIVATE & GROUP BOOKINGS – BOOKING INSTRUCTIONS & T&C'S

These pages provide you with all the information you need to make a booking with Simply Soulful Yoga & Therapies.

### BOOKING INSTRUCTIONS

Please read the Terms & Conditions and return your completed Booking Form with payment. Your Booking Form can be emailed to the email address or posted to the correspondence address, below.

Please retain a copy of your Booking Form as it forms a contract between you and Simply Soulful Yoga & Therapies.

### CORRESPONDENCE

Please direct all correspondence to:

- Donna McCheyne, Simply Soulful Yoga & Therapies, The Hen House, Coombe Farm, Kingsbridge, Devon, TQ7 4AB.
- **Tel:** 07941 508004 **Email:** [info@simplysoulful.co.uk](mailto:info@simplysoulful.co.uk)

All correspondence from Simply Soulful Yoga & Therapies will be by email unless you specify otherwise on your Booking Form. Please ensure you provide a valid email address.

### PAYMENTS

All bookings should be returned with either full or part-payment based on the information below. Payment includes a non-refundable deposit of 30%. If you would like to discuss a payment plan, please contact me.

- If the cost of the booking is less than £200, full payment is due on booking.
- If the cost of the booking is more than £200, part-payment of 30% is due on booking.
- Where relevant, **balance payment is due 16 weeks prior to the booking date.**

Bookings are subject to availability and cannot be guaranteed until the relevant payment has been received. Payments received will be confirmed by email. Receipts are only sent on request.

If the booking is cancelled for any reason, the following charges will be applied:

- **30% Deposits for all bookings are non-refundable.**
- Cancellation more than 16 weeks before a booking commencement will receive 70% refund of balance payment paid.
- Cancellation less than 16 weeks before a booking commencement will receive 30% refund of balance payment paid.
- Cancellation less than 8 weeks before a booking commencement will receive 0% refund of payment paid.
- Failure to complete or attend a booking will result in the full fee becoming due.

Under exceptional circumstances Simply Soulful Yoga & Therapies reserves the right to cancel any booking for whatever reason and return monies paid without further liability. **You are strongly advised to take out your own appropriate insurance in case you have to cancel a Simply Soulful Yoga & Therapies booking.**

Payment can be made online via <https://www.simplysoulful.co.uk/payment-info/>. If you wish to pay via an alternative method, please contact me. Please ensure all payments are made in **GBP**. All currency exchange fees are to be paid in full by the participant at the time of payment. Simply Soulful Yoga & Therapies is not responsible for this payment.

### YOUR PERSONAL INFORMATION & PRIVACY

At Simply Soulful Yoga & Therapies we are committed to safeguarding the privacy of both our online and off-line data. The law requires us to tell you about your rights and our obligations to you, in regards, to the collection, storage and use of your personal data (information that could identify you).

Our privacy policy is available on our website (<https://www.simplysoulful.co.uk/privacy-policy/>) and outlines how we collect personal information and how it will be processed and managed by us.

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### TERMS & CONDITIONS

The following information must be read carefully before making a booking with Simply Soulful Yoga & Therapies. Upon completion, submission and acceptance in writing of the Booking Form, the participant named on the Booking Form will have entered a binding contract on the basis of the following Terms & Conditions:

#### 1. AGREEMENT

Any agreement based on these outlined Terms & Conditions arises upon the fulfilment of the following:

- a) Receipt and clearance in the Simply Soulful Yoga & Therapies bank account of:
  - Full payment or deposit as detailed in section 2 below
  - A fully completed Booking Form
  - Acceptance by Simply Soulful Yoga & Therapies in writing or email
- b) The signature on the Booking Form is taken as the person responsible for making the booking.
- c) The agreement is between Simply Soulful Yoga & Therapies and the booking contact/participant on the Booking Form and is the sole agreement between those parties.
- d) Where a Booking Form has been completed on behalf of a group, all group participants are required to complete their own individual Health Questionnaire. By completing a Health Questionnaire, all participants expressly consent to the collection, processing and use of personal information as outlined in the Simply Soulful Privacy Policy which includes assessing whether a yoga class/holistic treatment is safe and appropriate. The policy can be viewed at <https://www.simplysoulful.co.uk/privacy-policy/>. All participants understand that it is their responsibility to notify us of any changes in health so that we can ensure classes/ holistic treatments continue to be appropriate. Except as set out within the policy, we do not share, sell, or disclose to a third party, any information collected through Health Questionnaires (exceptions: emergency services, insurers, professional advisers, legal authorities).
- e) Participants must be at least 16 years of age. Those under 18 years must have parental consent.
- f) Simply Soulful Yoga & Therapies reserves the right to refuse bookings to any party or individual without the need to give reasons, solely at our discretion. In the event of such a refusal Simply Soulful Yoga & Therapies will return any payment accompanying the Booking Form.
- g) No variation of these Terms & Conditions shall be applicable unless agreed in writing by Simply Soulful Yoga & Therapies before the relevant booking date.

#### 2. PAYMENT

A deposit of 30% of the booking price is required in order to guarantee the booking. The balance of the fees as specified on your Booking Confirmation Email must be paid in full by the date specified on your Booking Confirmation Email. If not so paid, Simply Soulful Yoga & Therapies, reserves the right to treat the agreement as cancelled by the participant based on clause 8 below. A booking made within 16 weeks of the booking commencement must be accompanied by payment in full. A payment plan may be possible by separate arrangement. Please contact me if you wish to discuss further.

#### 3. PRICES

All prices are listed in GBP (unless otherwise stated). Whilst every effort is made to limit prices to those advertised on the website, Simply Soulful Yoga & Therapies reserves the right to alter prices should the costs in hosting a booking increase for reasons beyond its reasonable control. In the event, that a price is altered the participant will be notified as soon as reasonably possible. The balance of the altered price will be payable on the same terms as the original price. In the event of the price being increased by 15% or more the booking contact may opt to cancel the booking and will be entitled to a refund of all monies paid.

#### 4. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

All participants are responsible for ensuring they are in possession of all necessary travel and health documents, including valid passports and visas, for any country in which a Simply Soulful Yoga & Therapies booking is being held. All advertised prices and services offered by Simply Soulful Yoga & Therapies, regardless of location, exclude the cost or provision of passports, visas, vaccinations or other personal health requirements. Information on health is given on the NHS website

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[www.nhs.uk/livewell/travelhealth](http://www.nhs.uk/livewell/travelhealth) and the website of the National Travel Health Network and Centre ([www.nathnac.org](http://www.nathnac.org)). In the event that a participant's passport is due to expire, it is recommended that they check the individual requirements of the country they are visiting - some countries will not allow entry unless a passport is valid for a further 6 months. British passport holders are advised to allow at least 6 weeks for renewal applications to be processed. [www.gov.uk/browse/abroad/passports](http://www.gov.uk/browse/abroad/passports). Non-British passport holders are advised to check processing times with their own passport issuing service. All participants are advised to enquire about individual visa requirements directly with the Embassy or Consulate of the country or countries to which they are intending to travel.

### 5. SPECIAL REQUESTS AND MEDICAL PROBLEMS

All participants are required to complete a Health Questionnaire before activity commencement for the purposes of assessing whether an activity is safe and appropriate. Activities may be physically strenuous. All participants participate voluntarily with the knowledge that there is a risk of personal injury and are responsible for advising the instructor if they have a health condition that may affect their safety and if there are any subsequent changes in their health, before or during the booking.

All special requests/medical conditions are subject to availability. Therefore, it should not be assumed that the submission of special requests on the Health Questionnaire amounts to a guarantee that the requests will necessarily or automatically be met by the venue/supplier. Any special requests that can be guaranteed by the venue/supplier will be confirmed in writing by Simply Soulful Yoga & Therapies.

### 6. PRIVACY AND PHOTOGRAPHY POLICY

By completing a Health Questionnaire, participants expressly consent to our privacy policy and to the collection, processing and use of personal information by us for the purposes of assessing whether an activity is safe and appropriate for you. In the event that a participant does not complete a Health Questionnaire we will be unable to provide the activity as we will not have sufficient information to ensure an activity is safe and appropriate.

By using our website, and/or subscribing to our newsletter, participants expressly consent to our privacy policy, and the collection, processing and use of personal information by us, for the purpose of administering your order; processing your payments; market research; and marketing purposes as outlined within the Simply Soulful Privacy Policy, which can be read on the Simply Soulful website (<https://www.simplysoulful.co.uk/privacy-policy/>), which will include sending you marketing information which we think may be of interest.

We may disclose your personal information to the emergency services (in the event of a medical emergency), insurers, or professional advisers, only as reasonably necessary for the purposes set out in the Privacy Policy. We may disclose your personal information to legal authorities if we are required to do so by law or in connection with any ongoing or prospective legal proceedings or in order to establish, exercise or defend our legal rights. Except as set out within the Privacy Policy, we do not share, sell, or disclose to a third party, any information collected through Health Questionnaires/ our website.

Subject to your consent and completion of a Photography Consent Form, we may take photographs/ videos/ digital images during a yoga class or event. These images may be used by us for promotional activities such as printed material, electronic publications, website, social media, and press articles, indefinitely without compensation to me.

Any changes to our privacy policy will be posted on our website so that you may ensure that you are fully informed of your rights. You can notify us of any changes to your preferences at any time (<https://www.simplysoulful.co.uk/contact/>)

### 7. COPYRIGHT OF MATERIALS

Any notes, handouts or manuals produced by Simply Soulful Yoga & Therapies and given out during any booking is copyrighted and may not be copied or duplicated in any way except with permission from the author. All rights are reserved.

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### 8. CANCELLATION BY PARTICIPANT

If the booking is cancelled by the participant for any reason the following charges will be applied:

- **30% Deposits for all bookings are non-refundable.**
- Cancellation more than 16 weeks before a booking commencement will receive 70% refund of balance payment paid.
- Cancellation less than 16 weeks before a booking commencement will receive 30% refund of balance payment paid.
- Cancellation less than 8 weeks before a booking commencement will receive 0% refund of payment paid.
- Failure to complete or attend a booking will result in the full fee being retained.

### 9. CANCELLATION BY SIMPLY SOULFUL YOGA & THERAPIES

Simply Soulful Yoga & Therapies reserves the right to cancel all and any bookings without reason or notice. In the event, that Simply Soulful Yoga & Therapies cancels a booking, all monies will be refunded in full, or if preferred, transferred as payment towards another booking. In the event of cancellation, Simply Soulful Yoga & Therapies will not be responsible for the reimbursement of any associated costs which may have already been incurred. (i.e. flights, visas, interim accommodation, car hire or any other additional costs). Please refer to clauses 10, 11, 12, 13.

In the event, that an event facilitator, is unable to attend due to illness or other personal circumstances, Simply Soulful Yoga & Therapies reserve the right to introduce an alternative facilitator (without jeopardising the quality of the booking on offer). Should an alternative facilitator not be available, Simply Soulful Yoga & Therapies reserves the right to cancel the booking.

### 10. FORCE MAJEURE

Except where otherwise expressly stated in these booking Terms & Conditions, Simply Soulful Yoga & Therapies cannot accept liability or pay any compensation where the prompt performance of our contractual obligations is prevented or affected by, or participants otherwise suffer any damage, loss or expense of any nature as a result of, 'force majeure'. In these Terms & Conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include acts of God, flood, fire, draught, earthquake or other natural disaster; epidemic or pandemic; terrorist attack (actual or threatened), civil war, civil commotion or riots, war, threat of preparation of war, armed conflict, imposition of sanctions, embargo or breaking of diplomatic relations; natural, nuclear, chemical or biological disaster or contamination or sonic boom; any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of building, fire, explosion or accident, labour or trade disputes, strikes, industrial actions or lockouts; and all similar events outside our control or the control of the supplier(s) concerned. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

### 11. PARTICIPANT CONDUCT

Participants are expected:

- To behave in a reasonable manner at all times
- To be respectful of the other participants and of the premises in which the booking is being held
- To be respectful of any other events/treatment sessions that may be taking place elsewhere on site
- To listen to safety briefings before taking part in an activity and follow the instructions given by the instructor
- To wear protective clothing, including PFD's and leashes for the duration of an activity, where applicable (SUP activities)
- To leave equipment on site and returned it to the designated area after use. All equipment remains the property of the supplier and in the event of any damage being caused to the equipment through fault of the user, the participant is liable to pay for the repair/replacement
- Refrain from alcohol before or during an activity, and recreational drugs at all times. If you have taken prescription medication prior a session, please advise the instructor (SUP activities)

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Simply Soulful Yoga & Therapies reserves the right to remove any participant(s) from the booking without recourse to repayment for said booking. Circumstances that may warrant exclusion from a booking include (without limitation):

- Intoxication
- Use of recreational drugs
- Abusive or disrespectful behaviour

Should any participant be removed under such conditions, Simply Soulful Yoga & Therapies will not be liable for any losses incurred as a result and is also entitled to be recompensed for any reasonable costs arising from removal of the participant involved.

### 12. INSURANCE

Simply Soulful Yoga & Therapies is covered to a level of £3,000,000 for public liability for all of the following services: Yoga, SUP Yoga, Meditation, Reiki (practitioner and teacher), Indian Head Massage, On-site Massage, Body Massage, Aromatherapy, Reflexology, Advanced Reflexology, Thermal-Auricular Therapy, SUP Instruction, Nutrition Guidance, Deep Tissue Massage, Abdominal Massage, Baby Reflexology. A copy of liability insurance and any certificates of qualification are available on request.

**Participants are strongly advised to provide their own personal, medical and cancellation insurance cover.** Please refer to clauses 8, 9, 10, 11.

### 13. LIABILITY

Simply Soulful Yoga & Therapies is not responsible for loss or damage to the personal property of participants (including and not limited to vehicles, luggage, personal possessions). Participants recognises that attendance of a Simply Soulful Yoga & Therapies booking in no way qualifies him/her to teach the booking content. It is not intended that any techniques taught during a booking will in any way qualify participants to instruct any third party, and no warranty is made to that effect. (Exception: Reiki practitioners who have qualified as Reiki Master Teachers following a course of study with Simply Soulful Yoga & Therapies will receive a certificate stating that they are qualified to teach). Simply Soulful Yoga & Therapies hereby excludes any liability it might have to any third party in respect of any injury, illness, death, loss, damage or costs suffered or incurred by that third party, in its reliance on any skills taught by any participant(s) on the basis, of having attended a booking run by Simply Soulful Yoga & Therapies.

### 14. COMPLAINTS

In the event that the booking contact/participant has cause for complaint about anything experienced during a Simply Soulful Yoga & Therapies booking, the complaint should, in the first instance, be made during the event to enable corrective action to be taken if necessary. The booking contact/participant acknowledges that it is unreasonable to not raise an issue during a booking and then complain later. Should a problem not be resolved satisfactorily during the booking, a complaint should be made in writing within 28 days or the complaint will not be upheld.

### 15. FREQUENTLY ASKED QUESTIONS

Please refer the Frequently Asked Questions section (FAQ) on our website for commonly asked questions and answers - <https://www.simplysoulful.co.uk/faq/>