

"Come Away To Bali" Booking Terms and Conditions

These are the Terms and Conditions will apply to your booking. Please read them carefully, as they are binding. These Terms shall constitute the entire agreement between Maxine Cook and the Guest 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 is made with, and services will be provided by Maxine Cook. By booking this trip, you agree to be bound by these Terms and Conditions 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.

INTERPRETATIONS AND DEFINITIONS

All persons wishing to make a booking must carefully read and understand the Terms and Conditions follow. By making a booking with Maxine Cook, you agree on behalf of yourself and all those named on your booking, to be bound by these Terms and Conditions. A booking is accepted and becomes a binding contract from the date when Maxine Cook sends a confirmation email. Before your booking is confirmed and a contract comes into force, Maxine Cook reserves the right to increase or decrease trip prices. Maxine Cook reserves the right to decline any booking at her discretion. The person or persons named on the booking are hereafter referred to as the "Guest(s)". All bookings are made with Maxine Cook, who facilitates the tours described in this website.

*Please note Maxine Cook only offers tours and related activities to women over 21 years of age.

As the **"Sea and Self Reframing Retreat"** Facilitator, Maxine Cook will contact you within 48 hours, regarding your completed registration to confirm your participation in this trip. Confirmation of your participation does not necessarily mean your trip is confirmed to proceed. You are encouraged to refrain from purchasing any ancillary travel or non-refundable arrangements intended to dovetail with or support the trip until you receive the email confirmation from Maxine Cook that your booking has been accepted as firm.

1. DEPOSITS + CANCELLATIONS

A 20% deposit is payable at the time of booking to formally secure your place on the retreat. The balance is due no later than 31st July 2020. From 30th April 2019 full payment is required to secure your place if any are still available. If your Booking is made by telephone, e-mail, or online, you are deemed to have signed the declaration on the Booking Form

It is fully understood that unexpected events can arise can affect your plans. All Retreat Guests are strongly recommended to purchase travel insurance to protect their purchase.

Booking early ensures you a place on the retreat, many of which sell out well in advance. But if your plans change, you will not forfeit your entire deposit.

- If you cancel more 90 days before the retreat begins, you may request a refund of any monies paid, less a cancellation/administration fee of £200.
- All retreat payments become non-refundable less than 90 days before the retreat begins.
- Your booking may be transferable, at the discretion of Maxine Cook. If a transfer is permitted, any charges incurred as a result of name changes shall be payable by the Guest. All costs must be finalised, and fully settled by the Guest, no later 30 days before the retreat begins.
- An administration fee of £100 will be charged for any transfer effected by Maxine Cook.

- Maxine Cook is not responsible for finding someone to take your place, however she may at your request contact people on her waiting list to see if they are interested in taking your spot.

2. PRICING AND FEES

All retreat prices are quoted and payable in British Pounds Sterling.

Maxine Cook 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.

3. MEDICAL CONDITIONS + SPECIAL REQUIREMENTS

The Guest must notify Maxine Cook in writing during the process of booking (on your registration form) of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel. Failure to notify Maxine Cook may result in the Guest being refused travel. Failure to notify Maxine Cook of any such condition results in cancellation will have full cancellation fees to the Guest. Aspects of this trip may be unsuitable for Guests due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Guest's responsibility to check prior to booking. Maxine Cook may refuse to carry pregnant women over 24 weeks or Guests with certain conditions. Maxine Cook is not required to provide any special facilities unless she has agreed to do so in writing. Maxine Cook will do her best to meet Guests special requests including dietary restrictions and mobility requirements, but such requests do not form part of the Contract and therefore Maxine Cook is not liable for not providing these requests. Medical facilities vary from country to country and Maxine Cook makes no representations and gives no warranties in relation to the standard of such treatment.

4. ACCEPTANCE OF BOOKING + FINAL PAYMENTS

4.1. Acceptance of Booking

Maxine Cook will confirm acceptance of the Guest's booking via email. Please ensure Maxine Cook is on your contact list so emails reach you appropriately.

4.2. Final Payment

For all retreats, the payment of the final balance payment is due 90 days prior to the retreat date.

Once You've Paid Your Full Retreat Payment

- If the final balance is not received by the due date, your booking cannot be guaranteed and Maxine Cook reserves the right to cancel it and retain your deposit.

5. CANCELLATION OF A RETREAT BY MAXINE COOK

Maxine Cook reserves the right to cancel any trip for any reason, but will not cancel a tour less than 60 days before departure except for Force Majeure, or unusual or unforeseen circumstances outside the Maxine Cook's control. When a tour is cancelled by Maxine Cook before the agreed date of departure for any reason other than the fault of the Guest, the Guest can either:

- Transfer her deposit to the next retreat taking place, or:
- Receive a full refund of all monies paid under the contract.

Maxine Cook is not responsible for any incidental expenses or consequential losses the Guest may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-

refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Guest is offered a refund but requests an alternate tour of a higher value than originally booked, then the Guest must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, Maxine Cook will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Guest reasonably rejects any suitable alternatives, Maxine Cook will provide the Guest 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 control of Maxine Cook, compensation may be offered. Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation or meal offering.

6. GUESTS FROM OUTSIDE OF THE UNITED KINGDOM

Guests who wish to join the retreat from outside the UK are very welcome, however they will be required to pay 50% of the cost of their retreat at the time of booking. They will need to make their own flight arrangements at their own cost, for getting to and from Bali Denpasar, to coincide with the departure of the complimentary airport shuttle from the airport, which applies to a full group departure. Any Guest who is unable to join the others at the scheduled time of the airport transfer to the resort will need to make their own arrangements at their own cost to get to the resort.

7. TRAVEL + HEALTH INSURANCE

Maxine Cook strongly advises Guests to obtain comprehensive travel insurance while travelling with her. This insurance must cover personal injury and emergency medical expenses including, but not limited to repatriation.

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

Your travel insurance should at least cover

- trip delay
- trip cancellation/ interruption
- missed connection
- lost baggage
- medical expenses and the cost of repatriation should you become ill or injured
- you becoming sick or injured during the trip and needing medical attention
- Pre-existing medical condition waiver

The Guest acknowledges the cost of Maxine Cook's retreats do not include insurance and that Guests have been advised to obtain separate coverage at an additional cost. When obtaining travel insurance the Guest must ensure the insurer is fully aware of the type of travel to be undertaken.

8. GUEST TERMINATION PROCEDURES AND COSTS

The decisions of Maxine Cook as Retreat Facilitator, and those made by local guides or other representatives will at all times be final on all matters likely to affect the safety and well-being of the trip.

Maxine Cook reserves the right to prohibit any Guest from continuing on a trip with no right of refund if, in her opinion, Guest's actions pose a threat to the safety of others, to the wildlife or themselves, or if the Guest's actions and/or behaviours are harming the enjoyment of the trip for others.

Retreat termination costs shall be covered by the Guest whose retreat is being terminated.

9. TRAVEL DOCUMENTS

Valid Passport: The Guest must be in possession of a valid passport required for entry, departure and travel to retreat destinations outside the U.K. (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The Guest 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 Maxine Cook regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Guest and Maxine Cook 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 itineraries and timetables will be sent via email once the trip is confirmed to run. Maxine Cook will aim to confirm trips within a reasonable timeframe.

10. CLAIMS + COMPLAINTS

If a Guest has a complaint against Maxine Cook, the Guest must inform her at the earliest opportunity to allow her to attempt to rectify the grievance. Failure to indicate dissatisfaction whilst on tour will result in the Guest's ability to claim compensation from Maxine Cook being extinguished or at least reduced. If satisfaction is still not reached through these means on the Retreat then any further complaint must be put in writing to Maxine Cook within 30 days of the end of the trip.

11. GUEST RESPONSIBILITY

The Guest acknowledges she may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in her daily life. By booking travel with Maxine Cook, the Guest acknowledges she has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Guest is solely responsible for acquainting herself 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 her local embassy or consulate at the trip destination.

12. SUPPLIERS + INDEPENDENT CONTRACTORS

Hotels, shuttle services, excursions or other elements will be arranged by Maxine Cook with local suppliers who may themselves engage the services of local operators and/or sub-contractors. Maxine Cook will at all times endeavour to ensure that reputable and competent local suppliers have been appointed. The terms and conditions of the suppliers will be applicable, which may limit or exclude the liability of the supplier. The liability of Maxine Cook will not exceed that of any supplier. The laws and regulations of the Balinese government will be relevant in assessing the performance of the services of any supplier. Neither Maxine Cook nor any carrier is liable for independent contractors.

13. VACCINATIONS

While trips away from the resort are minimal, Guests are strongly encouraged to ensure that their routine immunisations such as tetanus, measles and diphtheria are up to date at least two months before travelling, along with travel specific vaccinations such as hepatitis A, cholera and typhoid. It is also strongly recommended that Guests consult their own GP's for advice on any other vaccinations that may be appropriate for them.

14. SAFETY + TRIP ENJOYMENT

Maxine Cook takes the safety and well-being of all Guests very seriously, therefore reputable air carriers and five-star resort facilities where staff and tour guides are experienced and safety conscious are recommended and used. However, Guests are ultimately responsible for their own safety, and will be required to sign a liability waiver before departure. To avoid possibly dangerous situations, it is extremely important that Guests fully comply with any rules and regulations imposed by Maxine Cook and/or Local Guides, and instructions given by them.

Maxine Cook reserves the right to prohibit any Guest from continuing on a trip with no right of refund if, in her opinion, Guest's actions pose a threat to the safety of themselves, others, or to the wildlife, or if Guest's actions or behaviours are seriously jeopardizing the enjoyment of the trip for others. The decision of Maxine Cook or any of her appointed representatives will at all times be final on all matters likely to affect the safety and well-being of the trip. All Guests must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of Bali, and Maxine Cook will not accept responsibility or liability for any Guest who contravenes any of the country's laws or other regulations.

15. HEALTH + FITNESS

This retreat will not be overly strenuous for people who are healthy and reasonably fit. All Guests are expected to carry their own luggage. If any Guest (or anyone on whose behalf they may be booking) are affected by any condition, medical or otherwise, might affect their own or other people's enjoyment of the trip, that Guest must advise Maxine Cook of this at the time of booking. If the state of a Guest's health or fitness changes between the time of booking and the trip departure date, the Guest must notify Maxine Cook of these changes before the trip starts.

16. PHOTOGRAPHY

In the course of participation in any of Maxine Cook's events, photos or video may be taken. These images may be used in any Maxine Cook materials, website, media, etc., unless Guests specifically request to the photographer or in writing to Maxine Cook, to not use any material depicting their image. Any such request must be made prior to material being used. Otherwise, permission is granted to Maxine Cook to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

17. RETREAT ITINERARY CHANGES

Maxine Cook and her partners reserve the right to alter retreat programs and itineraries due to weather or road conditions or other circumstances outside of normal control. These programs may be changed or cancelled at any moment due the trip to assure the safety of Guests 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. MAXINE COOK does not assume responsibility for accidents or deaths can be traced to the participants' negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, war or other similar causes.

18. DATA PROTECTION

To ensure that tours run smoothly, Maxine Cook needs to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Guests to her, and also pass on such information to other outfitters/guides or suppliers involved in the operation of the trip. Maxine Cook will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to those connected with ensuring the safety and enjoyment of the retreat. By completing Maxine Cook's Retreat Booking Form, Guests consent to this information being transferred as required. No personal information is stored electronically by Maxine Cook after the end of any retreat.

19. LIABILITY

Maxine Cook 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 Guest, 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 Maxine Cook and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which Maxine Cook and/or the relevant supplier could not even with all due care have foreseen or forestalled.

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

20. ACCEPTANCE OF RISK

The Guest acknowledges the nature of the tour may involve a degree of personal risk. The Guest hereby assumes all such risk and does hereby release Maxine Cook 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 Guest is required to sign Maxine Cook's RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. Please read the document carefully.

21. SEVERABILITY

In the event 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 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.

22. SUCCESSORS AND ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon Maxine Cook and the Guest and their respective heirs, legal personal representatives, successors and assigns.

23. APPLICABLE LAW

The Business, Maxine Cook, exists under, and is pursuant to, the laws of the United Kingdom. This agreement shall be construed in accordance with the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction in relation to any matters arising out of these terms and conditions.

24. WAIVER OF BOOKING CONDITIONS

These Booking Terms and Conditions may be waived or amended but only by written mutual consent. When a Guest completes and submits the Retreat Booking Form, they agree to accept all these conditions, and when the booking is accepted, Maxine Cook agrees to carry out the obligations as defined therein.

25. UPDATING OF TERMS + CONDITIONS

Maxine Cook reserves the right to update and/or alter these terms and conditions at any time, and it is the Guest's responsibility to be familiar with them.

