

Terms & Conditions

INTERPRETATION & DEFINITION:

In the agreement unless otherwise specified the following expressions refer to the following meanings.

RCMR – Rachael Clunie Millinery Retreats

Client – The person, business or company who makes the booking with RCMR. All individuals to whom the services are provided by RCMR must be of a minimum age of 18 years.

Booking – The booking made by the client with RCMR & as set out on the RCMR booking form.

Booking Form – The Booking Form produced by RCMR to be completed by the client when & upon making a booking with RCMR.

Fee – The amount payable to RCMR as per the preferences confirmed within the booking form supplied by the client to RCMR.

Deposit – A non-refundable deposit payment of 50% of the total booking fee per person will be required to reserve each place at the retreat.

Force Majeure / Special Circumstances – Any act, event, omission or accident beyond RCMR's reasonable control including but in no way limited to Act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, pandemic, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or subcontractors, strikes, lock-out's, or other industrial disputes, failure of a utility service or transport network.

Major Change – A change in the date or over 80% of the content of the service. The exception being under "special circumstances".

Recordings – Photographs, videos, or any other audio visual recordings taken of the clients during the provision of the services.

Wording - Importing the singular meaning shall include the plural meaning & vice versa. All wording within the booking conditions is generalized & any reference to any gender includes the other genders.

The headings in these conditions are for convenience only & shall not affect their interpretation.

ACCEPTANCE:

A contract for the services is made between RCMR & the client upon the issue of a formal written confirmation (e-mail) of booking by RCMR.

The contract is subject to these booking conditions which the client has been deemed to have read & fully understood. These booking conditions can only be varied by written agreement between RCMR & the client.

SERVICES:

The activities & services provided by RCMR to the client under the terms of the contract & service shall be construed accordingly.

BOOKING:

To place a booking RCMR require a completed booking form together with the payment of the deposit fee. All bookings are provisional & are only confirmed when the deposit payment has cleared RCMR's bank account & a formal email confirmation has been sent to the client.

After a reservation has been made by the client, the client should not book their preferred flights until the reservation has been confirmed by RCMR in the form of a formal confirmation sent via email.

RCMR reserves the right to decline any booking at their discretion.

FEE & PAYMENT TERMS:

The fee payable at the time of booking shall include the planning, organizing & delivery of the proposed services.

Upon the successful payment of the retreat fee by the client a contract is formed for the agreed program to be delivered, If the client wishes to alter any aspect of the program additional reasonable costs may be levied by RCMR at their discretion.

The full retreat fee is either due in full on booking or as per the payment schedule set out by RCMR. If the client decides to pay the retreat fee as per the RCMR schedule, the payments must be made as per the schedule. Any and all final payments are to be made no later than 15 March 2024.

In the event that the balance is not paid in the specified time frame, RCMR will have the discretion to treat the booking as cancelled by the client & to re-sell the course place, the fee paid by the client will be retained by RCMR.

RCMR will charge a late payment fee to those Clients who do not pay the fees within the time frame specified in the payment terms & conditions. The late payment fee will be charged at £50.00 per person.

Should a Client not pay in advance of the retreat date and in full within the timescales given in the confirmation booking then RCMR will have the right to cancel the reservation without notice or compensation, in this case no refund will be given.

RESPONSIBILITIES OF THE CLIENT:

The retreat fee does not include any travel costs to & from the retreat's location, this is the responsibility of the client. RCMR will provide proposed travel options, but it shall be the sole responsibility of the client to book these travel arrangements.

The client is responsible for their own personal medical needs/requirements, clothing & footwear for any/all activities for the duration of the services.

It is the client's responsibility to inform RCMR **in writing** of any past, present or potential health issues that may make them unsuitable to participate in the services agreed, failure to disclose any such information may result in RCMR terminating the contract & withdrawing the client from the services without refund, notwithstanding conditions of cancellation by RCMR.

It is the sole responsibility of the client to ensure that the balance for the cost of their retreat place is paid in full & on time as per the terms set out by RCMR.

It is the client's sole responsibility to ensure that they have purchased comprehensive & appropriate travel & medical insurance for the full duration of their retreat, this should include but not be limited to: personal accident, holiday & cancellation insurance for the full duration of the retreat, **please note that purchasing/putting in place this type of insurance is a condition of booking a RCMR retreat/s.**

The full retreat fee is payable by 15 March 2024, 3 months before the commencement of the retreat / course unless agreed otherwise on confirmation of booking. It is the sole responsibility of the client to ensure that their payment is made on time & by the due date, as per the terms & conditions, **RCMR do not chase Client payments or send payment reminders.**

MEDICAL & HEALTH:

All clients using RCMR services should be aware that when participating in any retreat program, there is the possibility of physical injury. In making a reservation/booking with RCMR, you agree to assume such risk & agree to release & discharge RCMR from any & all claims for liability, injury, loss & or damage arising from your participation in our services.

If you have any medical condition/s that may make you unsuitable to participate & or may impact on your participation in RCMR services, you are required to notify us of them in full prior to making your reservation/booking.

If RCMR or any member of the RCMR team believe that your health or safety is at risk or if you have failed to disclose to RCMR in writing any illness, injury or any previous or current medical or health condition/reason that could potentially impact on your ability to participate in RCMR services, this could result in RCMR's refusal to allow you to participate in all/part of the services. In such a situation, your contract may be terminated by RCMR at the sole discretion of RCMR without refund or compensation.

Subject to prior notification to the contrary in writing by the client to RCMR, the client must confirm that he/she is of good mental & physical health & not aware of any reason why they may not be unable & or unsuited to participate in RCMR's services & or may be likely to suffer illness or injury whilst participating in the services provided by RCMR.

We strongly recommend that when choosing a comprehensive travel insurance that the cover includes personal accident, cancellation insurance plus full Covid cover for all Covid related eventualities & that it also includes cover for all RCMR's terms & conditions, including but not limited to those regarding amendment or cancellation charges & that such insurance is purchased immediately upon making your retreat reservation with RCMR.

VARIATIONS & AMENDMENTS:

RCMR reserves the right to change any price or other particulars of the services before the contract becomes binding.

If there is a major change RCMR shall notify the client forthwith, RCMR shall seek to offer the client arrangements as close to the original as it is reasonably possible in the circumstances. If there is any other change other than a major change RCMR is not obliged to inform the client in advance or obliged to pay any compensation. If changes are made by the venue RCMR cannot be held responsible for any such changes which are out of their control.

GROUP AIRPORT TRANSFER SERVICE – SMALL GROUP RETREATS:

If the retreat offers a return private group airport transfer service, the service is offered on official arrival & departure days only & only at set times. RCMR reserve the right to change the times offered / stated to accommodate the group, RCMR reserve the right to charge an additional fee for this service. This such service is not included within the retreat fees.

For those Clients whose flights suffer a delay that results in not being able to meet/take the group transfer, it is the client's responsibility to source alternative transfer methods to/from the retreat venue. The cost of the new transfer must be accepted by the Client. If a Client requests a taxi service which is provided by a local taxi company/any other provider other than one company contracted by RCMR specifically to provide the group airport transfers, then any issue arising from this service must be accepted by the Client with no recourse or liability to RCMR. No refund will be given to the client for the missed original transfer service arranged by RCMR.

CANCELLATION BY THE CLIENT:

If the client wishes to cancel the reservation/contract they must advise RCMR in writing/via confirmed email as soon as reasonably possible. Any cancellation of the contract refunds will be subject to the client's place being filled. RCMR will do their utmost in filling the cancelled retreat space. Should the cancelled place be filled RCMR agree to pay the following cancellation charges. For the avoidance of doubt the cancellation charges are based on the number of days before the arrival date of the services.

Date of cancellation – Cancellation charge

Less than 12 weeks – 100% of the cost of the retreat will be retained by RCMR

Less than 16 weeks – 75% of the cost of the retreat will be retained by RCMR

Less than 18 weeks – 50% of the cost of the retreat will be retained by RCMR

More than 20 weeks – 30% of the cost of the retreat will be retained by RCMR

Refunds are made minus any applicable/relevant bank charges or card payment fees, plus an administration fee of £50.00 per client, Bank transfer refunds are made in either UK Sterling. Refunds are made minus any third-party commissions where applicable. No refund will be given should RCMR be unable to fill the cancelled place.

Airport transfer service cancellation:

If a Client has requested RCMR to organise an airport transfer service for their arrival or departure (private car & driver, taxi, private microbus, shuttle) but then wishes to cancel this service a minimum of 48 hours' notice is required, notice is required in writing via email & if not given the Client will be liable for the full cost of the requested transfer service.

CANCELLATION BY RCMR:

RCMR will always endeavour to fulfil confirmed bookings, however, RCMR do reserve the right to cancel a scheduled retreat date or an individual booking/reservation. If RCMR cancel a booking prior to the commencement of the services the client will be offered an alternative date, or where applicable a full refund of all monies paid by the client to RCMR up to that point (minus credit card charges & third-party commission where applicable) for the specified reservation. *The exception being that: if the cancellation is due to **“special circumstances”** which are beyond the control of RCMR. Under no circumstances is RCMR liable for the client's travel or other costs.

ASSIGNMENT:

RCMR may assign or sub contract to any third party the performance of any of its obligations under the contract without consent of the client.

SERVICES:

RCMR reserves the right to alter the content of the services at any time without notice to the client due to certain factors, including, but not limited to the weather and staff.

Any information on/about our services published by RCMR for its literature & web site is designed for illustrative purposes only.

If the client elects not to participate in any of the services being provided, RCMR has no obligation to provide an alternative activity or service & the client will not be entitled to a refund.

If RCMR believes that a client's health & safety is at risk, or a client has failed to disclose any relevant health information in accordance with our terms & conditions, RCMR may at its absolute discretion make decisions affecting the client & where necessary may terminate the contract immediately.

The client must refrain from any illegal act or any conduct physical or verbal which may give offence or cause danger or damage to any person or property. If RCMR or any of its team, venue staff, consultants or agents become aware of any such action then RCMR or any of its team, venue staff consultants or agents may at their absolute discretion have the client immediately removed from any property or facility without refund or compensation. RCMR will have no liability whatsoever to the client under such circumstances.

DEFINITION OF FULL BOARD:

The definition of full board will be 3 x meals per day which will be provided as breakfast, lunch & dinner & on full retreat days only. On arrival day only welcome dinner will be provided & on departure day only breakfast will be provided as part of the retreat cost. This applies ONLY to the retreat's official arrival & departure days as specified in the published retreat dates for the appropriate year.

MEALS AND DRINKS

The retreat will include the following:

1. 7 continental buffet breakfasts
2. 6 two-course lunches
3. 6 three-course dinners
4. Unlimited water, tea and coffee
5. Wine (red, white, rose) for aperitifs and with 6 dinners for the group, 2 glasses of wine per person

The client will inform RCMR of any/all special dietary requests at least 21 days in advance.

EXTRA COSTS:

Extra costs during the client's stay, and for the client's own account, include:

1. Flights
2. Transfer costs
3. Three course meal at Les Sens, Puylaroque
4. All travel costs to and from Les Sens.

Workshop:

The client agrees not to share/disclose/teach any of the techniques taught during the workshop, either verbally, written, through images or videos. All course techniques/material are solely owned by the course tutor, Maor Zabar.

VENUE:**Accommodation**

The venue facilitating the RCMR has accommodation based in private suites, for retreat durations of 7 nights. There will be no maid service offered.

LIABILITY:

None of the exclusions & limitations in these conditions are intended to limit any rights the client may have under statute or common law which may not be excluded, nor in any way to exclude or limit liability to the client for personal injury or death resulting from RCMR negligence or that of its employees or agents, or for any liability incurred as a result of fraud or fraudulent misrepresentation by RCMR.

The client understands that attending any activity or service provided by RCMR involves some level of risk. These risks include but are not limited to physical injury or even death. By attending any activity or service provided by RCMR the client agrees to assume these risks & agrees to release & discharge RCMR & its Directors, employees & agents from any & all claims for liability.

Neither RCMR nor any of its employees or agents will be liable for any loss or damage to any personal property or vehicle belonging to the client during the services.

It is the sole responsibility of the client to purchase full & adequate medical, personal injury & holiday insurance for the full duration of their stay at a RCMR.

All clients must refrain from any illegal act or any conduct unbecoming a retreat Client, conduct or language which may give offence to a team member or Client or any act which may cause damage to property. If RCMR or any of its staff, consultants or agents become aware of any such act/conduct then RCMR & its agents may,

at their absolute discretion, ask the client to leave the premises, property or facility, this will be without refund or compensation to the Client, in these circumstances RCMR will have no further responsibility or liability to the Client.

MEDIA:

RCMR reserve the right to take any photos/recordings of the client during the services, & the client accepts that all rights whatsoever arising in the recordings shall be solely owned by RCMR.

The client accepts & agrees that any photos/recordings may be used by RCMR at its absolute discretion in any manner, including but not limited to its web site, promotional material & advertisements.

COPYRIGHT:

RCMR reserves all copyright which may subsist in the products of, or in connection with, the provision of all activities, services or facilities. RCMR reserves the right to take such actions as it deems appropriate or necessary to restrain or prevent infringement of such copyright.

LAW & JURISDICTION:

These terms & conditions shall be governed & construed in accordance with English law, & the parties shall submit to the non-exclusive jurisdiction of the English Courts.

COMPLAINTS:

If there is a problem during the retreat/services, the client must report it in the first instance to the retreat manager/organiser. If it is still unresolved then the issue should be reported in writing to RCMR so that all efforts may be made to resolve the problem promptly & effectively. In the unlikely event that the problem cannot be resolved & the client wishes to make a complaint then the client must notify RCMR in writing within 7 days of the end of the services/retreat. Failure to provide notice of the complaint in accordance with the above will preclude the client from being entitled to take any further action against RCMR.

PRIVACY POLICY:

RCMR are committed to protecting & respecting your privacy.

DEFINITIONS & INTERPRETATION (in this policy the following terms shall have the following meanings)

Web site means the web site that you are currently using www.rachaelcluniemillinery.com & any sub domains of this site unless expressly excluded by their own terms & conditions.

User / Users means any third party that accesses the web site & is not employed by RCMR & acting in the course of their employment.

System means any online communications structure that RCMR makes available via the web site either now or in the future. This includes but is not limited to, web-based e-mail, message boards, live chat facilities & e-mail links.

Service means collectively any online facilities, tools, services or information that RCMR makes available via the web site either now or in the future.

RCMR Rachael Clunie Millinery Retreats

Data means collectively all information that you submit to the web site, this includes but is not limited to; account details & information submitted using any of our services or systems.

COOKIE means a small text file placed on your computer by RCMR when you visit certain parts of its web site, this allows us to identify returning visitors & to analyse their browsing habits within the web site. Where e-commerce facilities are provided cookies may be used to store your shopping basket.

CONTENT means any text, graphics images, audio, video, software, data compilations, & any other form of information capable of being stored in a computer that appears on or forms part of this web site.

ACCOUNT means collectively the personal information, payment information & credentials used by users to access material & / or any communications systems on the web site.

USE OF DATA:

Any personal data that you submit will be retained by RCMR for as long as you use the services & systems provided on the web site. Financial data you submit will not be stored or recorded.

Unless we are obliged or permitted by law to do so, & subject to clause, third party web sites & services your data will not be disclosed to third parties.

All personal data is stored securely in accordance with the principles of the Data Protection Act 1998.

Any or all of the above data may be required by us from time to time in order to provide you with the best possible service & experience whilst using our web site, specifically data may be used by us for the following;

- Internal record keeping.
- To help to improve our products & services.
- To transmit via e-mail details of our products & services which may be of interest to you.
- Contact for market research purposes, which can include e-mail, telephone, postal mail.

THIRD PARTY WEB SITES & SERVICES:

RCMR may, from time to time, employ the services of other parties for dealing with matters that may include, but are not limited to, payment handling, delivery of purchased items, search engine facilities, advertising & marketing. The providers of such services do have access to certain personal data provided by users of this web site.

YOUR RIGHT TO WITHHOLD INFORMATION:

You may access certain areas of the web site without providing any data at all, however, to use all services & systems available on the web site you may be required to submit account information or other data.

You may restrict your internet browsers use of cookies.

COOKIES:

RCMR may set & access cookies on your computer to enable us to; estimate our audience size & pattern, store information about your preferences, speed up your searches, recognize you when you return to our site.

A cookie is a small file which resides on your hard drive, & often contains an anonymous unique identifier & is accessible only by the web site that placed it there, not any other sites.

You may delete cookies; however you may lose any information that enables you to access the web site more quickly.

You can choose to enable or disable cookies on your web browser, by default your browser will accept cookies, however this can be altered. For further details consult the help menu of your browser. Disabling cookies may prevent you from using the full range of services available on the web site.

CHANGES TO THIS POLICY:

RCMR reserves the right to change this privacy policy as we deem necessary, or as may be required by law. Any changes will be posted on the web site & you are deemed to have accepted the terms of the policy on your first use of the web site following the change/s.

DATA COLLECTED:

Without limitation, any of the following data may be collected; Name, date of birth, gender, job title, profession, contact information such as e-mail addresses & telephone numbers, demographic information such as post code, preferences & interests. IP address (automatically collected) web browser type & version (automatically collected) operating system (automatically collected) a list of URL's starting with a referring site, your activity on this site, & the site you exit to (automatically collected) & cookie information (see above).