

# Herd Spirit Booking Terms & Conditions

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

## 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 Herd Spirit, 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 Herd Spirit sends a confirmation email, and when you have completed the deposit payment.

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

## DEPOSITS

For all advertised retreats and dates, a non-refundable deposit per person plus submission of our online booking form is required to complete your booking.

You may book a retreat with a deposit (down payment) until 45 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 retreat payment is due 45 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 Herd Spirit reserves the right to cancel your booking and forfeit your deposit.

\*Please note deposits made on all bookings are non-refundable 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 one calendar year, if you notify us 45 days or more before the retreat start date.

Deposits are paid via PayPal and can be paid with all major credit cards.

## **REFUND / CANCELLATION**

We understand that unexpected events can arise that can affect your plans. Without exception, deposits are nonrefundable. Retreat packages paid in full may be partially refundable if notice is given more than 45 days in advance of the event start date.

## **COVID-19 PROTOCOLS**

Please know that we do not offer refunds for COVID-19 illness or exposure.

For immersion retreats, Herd Spirit will provide a rapid COVID-19 test to Client's upon arrival at no extra charge. Negative results will allow Clients to attend. In the case of a positive COVID-19 rapid test, Clients without symptoms can opt to take a PCR test at a local facility at their own expense. This secondary test has higher accuracy and a negative result will be honored and Client can participate. Please note that this process may delay admittance to the program by hours or even days. Clients who have a positive rapid test result will be asked to isolate at home at their own expense.

For daytime only events and workshops, attendees are asked to show proof of vaccination or a negative rapid test from within 48 hours advance of the event start.

All attendees are responsible for their health and are advised to take extra precautions in the weeks and days leading up to the program to ensure that they are able to attend.

## **BALANCE TRANSFER**

Full and partial retreat or workshop payments can be transferred to another event taking place within one calendar year, if you notify us 45 days or more before the event start date.

You may also transfer the balance to a friend if you let us know 45 days or more in advance.

## **PRICING**

All prices shown are per person and are quoted and payable in USD.

Herd Spirit 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.

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 arrangements. 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**

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

As a client, you **MUST** carry medical insurance. Medical facilities vary from country to country and Herd Spirit 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 events, the payment of the FINAL balance of the retreat price is due 45 days prior to the retreat start date in the currency advertised.

If a booking is made within less than 45 days, your deposit including full payment will be required at your initial sign up.

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

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

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

## **CANCELLATION OF A RETREAT BY HERD SPIRIT**

Herd Spirit reserves the right to cancel any retreat for any reason, but will not cancel a retreat less than 45 days before the retreat start date except for unusual or unforeseen circumstances outside Herd Spirit's control. When a retreat is cancelled by Herd Spirit 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 one calendar year, or:

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

## **EVACUATION PROCEDURES AND COSTS**

Given the frequency of fire-related evacuations across the entire west coast, it behooves us to inform you that evacuation costs are to be covered by the person being evacuated.

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

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

## **ACCEPTANCE OF RISK**

The Client acknowledges that the nature of the retreat is adventurous and may involve an amount of personal risk. The Client hereby assumes all such risk and does hereby release Herd Spirit from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. At the time of arrival, the Client is required to sign Herd Spirit's RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. Please read carefully.

## **WAIVER OF BOOKING CONDITIONS**

These Booking Terms and Conditions may only be waived or amended by written mutual consent.

## UPDATING OF TERMS & CONDITIONS

Herd Spirit 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 Herd Spirit's website.

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