



## Terms and Conditions

All retreat participants must familiarise themselves with the terms and conditions and accept the risks associated with the course of activities. Each guest is held responsible for taking out the appropriate insurance policy to cover the duration of their time at the Retreat, which includes, but is not limited to: personal accident cover, holiday insurance, cancellation and Covid cover insurance policies. Please note that this is a non-negotiable condition when booking one of the Retreats.

If you do not already have a comprehensive travel policy with Covid cover in place prior to making your retreat/holiday reservation, we strongly advise that you do take out a policy (ASAB) as soon as you book your place on the retreat.

TJOIA LTD. Trading as TJOIA Wellness, known and referred to hereafter as TJOIA, accepts bookings subject to the following conditions as laid out below:

### INTERPRETATION and DEFINITION:

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

**Booking**– The booking made by the client with TJOIA and as set out on the TJOIA booking form.

**Booking Form**– The booking form produced by TJOIA to be completed by the client when and upon making a booking with TJOIA.

**Contract**– The contract between the client and TJOIA under which the services are provided by TJOIA to the client.

**Client**– The person, business or company who makes the booking with TJOIA. All individuals to whom the services are provided by TJOIA must be of a minimum age of 30 years. Under special agreement, TJOIA may consider offering a retreat place to a person between the ages of 21 and 29, however this would only be the case with a written acceptance by TJOIA and with special terms and conditions attached. The guest must agree to comply with any and all special conditions.



Payment– The total fee is strictly to be made payable 14 full weeks in advance of the Retreat commencement date.

Fee – The amount payable to TJOIA under the contract.

Deposit– A deposit payment of £999.50 per person will be required to reserve each place at the retreat.

Force Majeure/Special Circumstances – Any act, event, omission or accident beyond TJOIA'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.

All wording within the booking conditions is generalised and any reference to a specific gender refers to both genders and is not made to exclude the other.

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

#### ACCEPTANCE:

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

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



Private 1-2-1 Wellness bespoke Retreat packages are deemed to be accepted by the client as detailed in the final formal proposal previously sent to the client upon receipt of payment from the client.

#### SERVICES:

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

#### BOOKING:

To place a booking with TJOIA, TJOIA requires a completed booking form together with the payment of a deposit fee in the sum of £999.50 per person. If a booking is made by telephone, e-mail or facsimile, the client shall be deemed to have read and fully understood these conditions and signed the declaration on the booking form. All bookings are provisional and are only confirmed when the deposit payment has cleared TJOIA's bank account and a formal email confirmation has been sent to the client detailing their formal reservation confirmation; the retreat date and program chosen; retreat reservation notes and information which includes details of the retreats, plus guest questionnaire.

After a reservation has been made by the client, the client should not book their preferred transport until the reservation has been confirmed by TJOIA in the form of a formal confirmation sent via email which will include: formal confirmation of the retreat date and program chosen, retreat reservation notes and information which includes details of the retreat's complimentary airport transfer service, plus guest questionnaire.

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

#### FEE and PAYMENT TERMS:

The fee payable at the time of booking shall include the planning, organising and 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 TJOIA at their discretion.

The full retreat fee is due and should be paid no later than fourteen weeks before the commencement of the course, unless agreed otherwise in writing / via email prior to / upon confirmation of booking.

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

TJOIA will charge a late payment fee to those guests who do not pay in full within the time frame specified in the payment terms and conditions. The late payment fee will be charged at £50.00 per person.

Should a guest not pay in full within 17 weeks in advance of a retreat start date, TJOIA 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 fee does not include travel to and from the retreat's location (at which the proposed services shall be provided). This shall be the sole responsibility of the client unless otherwise agreed in writing with TJOIA.

The client is responsible for their own personal medical needs / requirements, clothing and footwear for the duration of the services unless otherwise agreed in writing with TJOIA.

It is the client's responsibility to inform TJOIA 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 TJOIA terminating the contract and withdrawing the client from the services without refund, notwithstanding conditions of cancellations by TJOIA. If a letter of



suitability is required from a guest's medical professional, this must be sent to and received by TJOIA a minimum of 7 days prior to a retreat's start date.

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

It is the client's sole responsibility to ensure that they have purchased comprehensive and appropriate travel and medical insurance for the full duration of their retreat. This should include but not be limited to: personal accident and Covid cover insurances and holiday and 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 TJOIA retreat.

#### MEDICAL and HEALTH:

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

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

If TJOIA or any member of the TJOIA team believe that your health or safety is at risk or if you have failed to disclose to TJOIA 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 TJOIA services, this could result in TJOIA's refusal to allow you to participate in all / part of the services offered. In such a situation, your contract may be terminated by TJOIA at the sole discretion of TJOIA without refund or compensation.

Subject to prior notification to the contrary, in writing, by the client to TJOIA, the client must confirm that he / she is of good mental and physical health and not aware of any reason why they may not be unable and or unsuited to participate in



TJOIA's services and or may be likely to suffer illness or injury whilst participating in the services provided by TJOIA.

It is always advisable to consult with a Doctor prior to beginning any type of exercise program / regime.

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 and that it also includes cover for all of TJOIA's terms and conditions, including but not limited to those regarding amendment or cancellation charges and that such insurance is purchased immediately upon making your retreat reservation with TJOIA.

#### VARIATIONS and AMENDMENTS:

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

If there is a major change, TJOIA shall notify the client forthwith. TJOIA shall seek to offer the client arrangements as close to the original as is reasonably possible in the circumstances.

If there is any other change, excluding a major change, TJOIA is not obliged to inform the client in advance or obliged to pay any compensation. If changes are made by the venue TJOIA cannot be held responsible for any such changes which are out of their control.

#### CANCELLATION BY THE CLIENT:

If the client wishes to cancel the reservation / contract they must advise TJOIA in writing / via confirmed email as soon as reasonably possible. Any cancellation of the contract will be subject to 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 8 weeks – 100% of the cost of the retreat will be retained by TJOIA

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

Less than 14 weeks – 100% of the cost of the retreat will be retained by TJOIA

More than 17 weeks – 50% of the cost of the retreat will be retained by TJOIA

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 UK Pound Sterling. Refunds are made minus any third party commissions, where applicable.

**GUESTS REQUESTING TO MOVE / CHANGE A RETREAT RESERVATION TO A NEW DATE:**

Should a guest request to move their retreat date to a new / alternative date, then any deposit / full payment previously received by TJOIA will be deemed as non refundable. If TJOIA accept a request by a guest to move their reservation (this is at the discretion of TJOIA) to a new / alternative date, then an administration fee of £150.00 per person will be applied. If the request is within one full month of the retreat's start date, TJOIA will require medical proof if the change is due to a medical condition or injury. (A hospital Doctor's / GP report will be acceptable). If the request is within 14 full working days prior to the retreat's start date, no move or change can be made at this stage. It is the responsibility of each individual guest to ensure that they have comprehensive travel and health insurance in place prior to or immediately upon making a reservation.

**CANCELLATION BY TJOIA:**

TJOIA will always endeavour to fulfil confirmed bookings, however, TJOIA reserves the right to cancel a scheduled retreat date or an individual booking / reservation. If TJOIA cancels 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 guest up to that point (minus credit card charges and 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 TJOIA.

#### ASSIGNMENT:

The contract may be assigned by the client to a third party, subject at all times to conditions.

The client is unable to assign or transfer the contract to a third party without the prior written consent of TJOIA. If the client wishes to assign their contract, he or she must give notice in writing providing the full name, address and contact details of the third party. TJOIA shall then advise in writing if it consents to the assignment as soon as is reasonably possible. TJOIA reserves the right to refuse an assignment to a third party at any time and without reason. Subsequently, if a client has to cancel due to TJOIA refusing the assignment to a third party, then the cancellation charges under cancellation by the client shall apply.

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

#### SERVICES:

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

and website is designed for illustrative purposes only.

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

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





The client must refrain from any illegal act or any conduct, physical or verbal, which may offend or cause danger or damage to any person or property. If TJOIA or any of its team, venue staff, consultants or agents become aware of any such action, then TJOIA 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. TJOIA will have no liability whatsoever to the client under such circumstances.

**EXTRA COSTS:** (Costs incurred by guests while at the Retreat)

All spa and holistic therapies, private 1-2-1 appointments with any of the retreat team, health and wellbeing members, additional meals, snacks etc will be charged as extras to the cost of the retreat.

Failure of a guest to settle their account (extras) in full, prior to departure and as set out by the retreat director, will result in the guest's credit card being charged for the appropriate amount, alongside an added administration fee equal to 25% of the total unpaid bill.

If a guest has a query / feels that there is a discrepancy with any additional charges, then they must make this known to the retreat director by 18.00pm (6pm) at the latest, on the last full day of the retreat either in person or via email. The last full day will be deemed to be the last full retreat day, prior to the retreat's official departure day.

**DEFINITION OF FULL BOARD:**

The definition of full board will be 3 meals per day which will be provided as breakfast, lunch and dinner and on full retreat days only. On the proposed arrival day, only a welcome dinner will be provided and on departure day, only breakfast will be provided as part of the retreat cost.

This applies **ONLY** to the retreat's official arrival and departure days as specified in the published retreat dates for the appropriate year.



## COMPLAINTS:

If there is a problem surrounding the retreat / services, the client must report it in the first instance to the retreat manager / director. If it is still unresolved, then the issue should be reported immediately to the Director of TJOIA so that all efforts may be made to resolve the problem promptly and effectively. In the unlikely event that the problem can not be resolved and the client wishes to make a complaint, then the client must notify TJOIA 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 TJOIA.

## VENUE:

### Accommodation

TJOIA venue has accommodation based in private suites. For retreat durations, there will be a maid service offered. We operate a privacy policy for our guests and the staff respect this- if a guest requires supplies (fresh towels etc ) or a technician in their suite, the cleaning staff will only enter when either the guest is in attendance or with the permission of the guest, the exception is an emergency situation.

The retreat will be deemed to finish at 10.00am exactly on the retreat's official day of departure as specified by TJOIA.

The venue has a check out policy which requires guests to vacate their suites on the agreed day of departure by no later than 10.00 am, however wherever possible, if a guest has a later departure time, the venue will endeavour to allow the guest to remain in their suite until 12.00 noon at the very latest without charge or cost, but this is not guaranteed and is at the discretion of the venue's management.

## LIABILITY:

None of the exclusions and 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 TJOIA negligence or that of its employees or agents, or for any liability incurred as a result of fraud or fraudulent misrepresentation by TJOIA. The client understands that attending any activity or service provided by TJOIA 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 TJOIA, the client agrees to assume these risks and agrees to release and discharge TJOIA and its Directors, employees and agents from any and all claims for liability.

Neither TJOIA nor any of its Directors, 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 and adequate medical, personal injury and holiday insurance for the full duration of their stay with TJOIA.

All guests must refrain from any illegal act or any conduct unbecoming a retreat guest, conduct or language which may give offence to a team member or guest or any act which may cause damage to property. If TJOIA or any of its staff, consultants or agents become aware of any such act / conduct then TJOIA and 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 guest and in these circumstances, TJOIA will have no further responsibility or liability to the guest.

#### MEDIA:

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

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

#### COPYRIGHT:

TJOIA reserves all copyright which may subsist in the products of, or in connection with, the provision of all activities, services or facilities. TJOIA



reserves the right to take such actions as it deems appropriate or necessary to restrain or prevent infringement of such copyright.

#### LAW and JURISDICTION:

These terms and conditions shall be governed and constructed in accordance with UK law, and the parties shall submit to the non exclusive jurisdiction of the UK Courts.

#### Special Circumstances:

Force Majeure / Special Circumstances – Any act, event, omission or accident beyond TJOIA'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, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or subcontractors, strikes, lock-outs, or other industrial disputes, failure of a utility service or transport network. The closure of UK borders, a national / global health issue, such as a pandemic, World Health Organisation (WHO), the Foreign and Commonwealth Office (FCO) or UK Government advice, for example that it is not safe to travel to our location during a time when a retreat is scheduled to take place.

Under Special Circumstances, Providing a minimum of 4 weeks notice is given by the client,

TJOIA will offer to move / re-schedule the clients reservation to an alternative date within the same financial year, if there is a difference in rate due to this change the client will be liable to pay the additional cost or be due a refund of the difference in cost, where an additional cost is due the client must make the additional payment 6 weeks prior to the start date of the new retreats scheduled start date. Under special circumstances TJOIA will make no administration charges for moving the clients reservation. Under special circumstances where a client is offered the opportunity to and elects / requests to move their reservation to an alternative date, the reservation / booking deposit will then become non refundable.



Maximum number of moves / changes possible are one. If a client cancels or requests to move a reservation within 7 days of a retreat's scheduled start date during a period of special circumstances, TJOIA may make reasonable deductions for out of pocket expenses made prior to the date of notification by the client.

Promotion – complimentary massage / spa treatment or therapy / spa gift:

A promotion which offers a complimentary massage / spa treatment or therapy / spa gift may not be combined with a discount, or any other special offer or promotion, this applies to both new and returning guests who make a reservation.

To receive the complimentary massage / spa treatment or therapy / spa gift, the booking must be made directly with TJOIA and not a third party, listing or agent etc. No prior contact can have been made via a third party, agent or listing, as this is not considered a direct reservation or contact. By making a reservation directly and requesting / accepting a complimentary massage / spa treatment or therapy / spa gift, the guest acknowledges that they will be liable for the full cost of the aforementioned, plus an administration fee of £50.00 should it become known to TJOIA at the time of booking or at a later date that the first contact was actually made via a third party listing or agent.

The booking must be "first contact" with TJOIA, prior enquiries / contact via a third party, listing or agent etc will not be eligible for any complimentary massage / spa treatment therapy / spa gift.