

Terms & Conditions

Please ensure that you fully read and understand the terms and conditions outlined below, as they outline both parties' rights, responsibilities, and obligations.

1. Contract

The following terms and conditions in addition to the general information published on the website www.asianyogaholidays.com form the basis of the contract between you ("Client") and Asian Yoga Holidays ("Company"), 58/10 M. 8, Koh Phangan, Surat Thani 84280, THAILAND.

Your contact is with Asian Yoga Holidays, either by electronic mail or via phone. The contract between you and the Company comes into existence once the specified deposit has been paid and you have received a written confirmation and acceptance of your booking via electronic mail.

If a Client books for a third party, the Company will assume that he/she has been granted legally valid authorization to do so. Moreover, all terms and conditions stated herein will automatically apply to the third party in the same way they apply to the Client who is making the bookings.

If a Client has any special requests that go beyond the services included in the package he/she is booking, the Company will endeavour to assist the Client but is not obliged to do so. Additional costs arising from the Client's special request will be borne by the Client.

2. Payment, Deposits & Cancellations

- a) All prices are quoted in American Dollars (USD).
- b) A non-refundable deposit of 25% of the total package cost per person is required to hold a reservation and secure a booking.
- c) Payment schedule and cancellation terms:

A non-refundable deposit of 25% of the total package cost per person is due in the moment of booking and must arrive at the Company's account within 4 days of booking. Full payment must be received no less than 60 days prior to the scheduled commencement date of the Yoga Holiday/Yoga Retreat. If a booking is made within 60 days of the scheduled commencement date of the Yoga Holiday/Yoga Retreat full payment is required at the time of booking. Once full payments are received we will issue a confirmation receipt detailing the package components. Please review the invoice and notify the Company of any errors or changes. We cannot accept any responsibility/liability of errors or inaccuracies, if we are not notified within 15 days of confirmation invoice issuance.

Any cancellation must be made in writing (electronic mail). The cancellation will take effect from the day the written confirmation is received. The following scale of charges will be payable depending on when the notification of cancellation is received.

- prior to 61 days before scheduled commencement date of the Yoga Holiday/Yoga Retreat: 25% of total holiday/retreat cost
- 60-30 days before scheduled commencement date of the Yoga Holiday/Yoga Retreat: 60% of total holiday/retreat cost
- less than 30 days before scheduled commencement date of the Yoga Holiday/Yoga Retreat: 100% of total holiday/retreat cost (including no show)

3. Yoga Holiday & Yoga Retreat Package Rates, Pricing Guarantee

In today's global economy, currency fluctuations and fuel price changes are frequent and unpredictable. The Company therefore reserves the right to alter the published prices prior to booking. Once a booking has been made the Company reserves the right to alter the price as a result of foreign government action (including, but not limited to, changes in the rate of VAT and any other duties or levies, exchange rate fluctuations or increases in transportation costs). If the alteration results in an increase of more than 15% of the original cost quoted, the Client may cancel the booking and obtain a full refund, less an administration fee of 100 USD per person and transaction costs. In the event of an increase, an amended email will be sent to the Client and the difference will have to be settled within 7 days. The Company will absorb an amount equivalent to 2% of the package price and only amounts exceeding 2% will be passed on to the Client. No increase will be made within 30 days of scheduled commencement date of the Yoga Holiday/Yoga Retreat. In the rare event that a Yoga Holiday or Yoga Retreat package bought by the Client is subsequently sold or offered at a discounted price, the Company will be under no obligation to refund the difference in price.

4. Yoga Holiday & Yoga Retreat Package Descriptions, Website Accuracy

The information about the Yoga Holiday & Yoga Retreat packages featured on our website and in our marketing materials are given in good faith and believed to be accurate at the time of publication. We rigorously check the accuracy of our information supplied on our web site and brochures. However, it may also prove necessary for the Company to vary or modify a package itinerary or its contents due to local prevailing conditions. The Client agrees to such necessary variations or modifications being made and also agrees to be bound by the decision of the Yoga Holiday/Retreat Coordinator or representative appointed by the Company.

5. Booking Changes & Cancellation by Asian Yoga Holidays

We hope and expect to be able to provide you with all the services we have confirmed to you at the time of booking. On rare occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. However, if we consider them significant changes we will do our best to advise you as soon as possible if there is time. Yoga Holidays & Yoga Retreats need minimum numbers to proceed. If the package arrangement is cancelled because the minimum number of participants required hasn't been reached by the specified deadline, we will inform you in writing within the period indicated in the description of the package and reimburse all monies received (including the non-refundable deposit paid at

the time of booking), less applicable transaction costs. If a teacher is unable to come due to last minute accident / illness, we will find a suitable and similarly competent replacement.

6. Curtailment & Unused Services

No refund or compensation will be paid by the Company for any unused accommodation, meals, holidays, retreats, services, transportation or other features included in the Yoga Holiday/Retreat. Clients who do not complete a Yoga Holiday/Retreat for any reason whatsoever, will not be refunded for a portion or the remainder of the package booked.

7. Force Majeure

The Company accepts no responsibility for and shall not be liable in respect of any loss or damage or alterations, delays or changes arising from (including, but not limited to) unusual and unforeseeable circumstances beyond its control, such as war, or threat of war, riot, civil strife, industrial disputes including air traffic control disputes, terrorist activity, political unrest, change in government regulations, natural and nuclear disaster, floods, fire and adverse weather conditions, technical problems with transport, closure or congestion of airports or ports.

8. Responsibilities of the Client

a) Health. All clients participating in a Yoga Holiday/Retreat must be in reasonably good health and not have any medical history of mental disorders (schizophrenia), heart failures, lung disorders, epilepsy, or recent surgery and agree to discontinue the Yoga Holiday/Retreat if any serious medical condition arises during the Yoga Holiday/Retreat. It is understood that under no circumstances whatsoever the Company can be held responsible for health issues of a Client. It is recommended that the Client advises the Company of any health conditions in the moment of booking, and that he/she carries sufficient medication for any medical conditions.

b) Travel Documents. It is the Client's sole responsibility to ensure that all necessary travel documents such as passports (minimum 6 month prior expiration date) and appropriate entry Visas if applicable are obtained and are valid. The Company cannot accept any responsibility should you be denied access into a country. If failure to have any necessary travel or other documents results to fines, cost, cancellation charges, or any other penalties imposed to the Company, you will be responsible to reimburse those charges to the Company.

c) Insurance. It is the Client's sole responsibility to ensure that he/she has adequate insurance cover. It is a condition of booking a Yoga Holiday/Retreat that the Client has taken out adequate insurance against such risks as (including, but not limited to) medical costs, personal accident risks, personal liability and legal expenses.

d) Right Conduct. The Company makes every effort to ensure the highest standards of yoga etiquette and safety. However, Clients are reminded that they take part in a Yoga Holiday/Retreat at their own risk and that they must behave in a fit and proper manner at all times, in accordance with all recognized yoga practices and procedures and take proper responsibility for their own safety. The Company reserves the

right to require to withdraw from the Yoga Holiday/Retreat any person whose actions or conduct is considered by the Company in it's absolute discretion to be incompatible with the comfort and safety of the Company's other Clients or to be offensive to them. In the event of such misconduct, no liability whatsoever will be owed to that Client by the Company upon withdrawal from the Yoga Holiday/Retreat.

9. Jurisdiction

This agreement shall be governed by Thai law and be subject to the exclusive jurisdiction of the Thai Courts.

I hereby certify and acknowledge that I understand that my acceptance on a Yoga Holiday/Retreat organized and carried out by **Asian Yoga Holidays** ("Company"), 58/10 M. 8, Koh Phangan, Surat Thani 84280, THAILAND is predicated on my assurance that I am physically fit to engage in a Yoga Holiday/Retreat with exercise and traveling. I fully understand the risk of yoga exercise, of living and/or traveling through a foreign country and the possible dangers arising from the forces of nature, and I am prepared to assume such a risk.

In order for the Company to accept me as a member of the aforementioned Yoga Holiday/Retreat, I hereby release and absolve the Company, its agents, employees and invitees thereof from any and all damages resulting from death or personal injuries, including loss of services, which I may sustain on account of, arising from, or in connection with the aforementioned Yoga Holiday/Retreat or from the ownership, maintenance, use, operation or control of any automobile, ship, boat, sport and water sport equipment or otherwise.

I further understand that the remoteness of the destination, local custom and/or prevailing weather conditions may cause minor inconvenience or modification to portions of the Yoga Holiday/Retreat, and the Company reserves the right to modify and/or cancel any arrangements due to unfavourable weather conditions and/or technical difficulties.

This liability waiver contract signed by me is entirely subject to the terms and conditions above, which have been read, understood, and unconditionally agreed to. I further agree to strictly observe and comply with the additional terms and obligations that **Asian Yoga Holidays** or any of its employees may deem necessary or needful during the course of the Yoga Holiday/Retreat.

First Name

Family Name

Date, Place

Signature