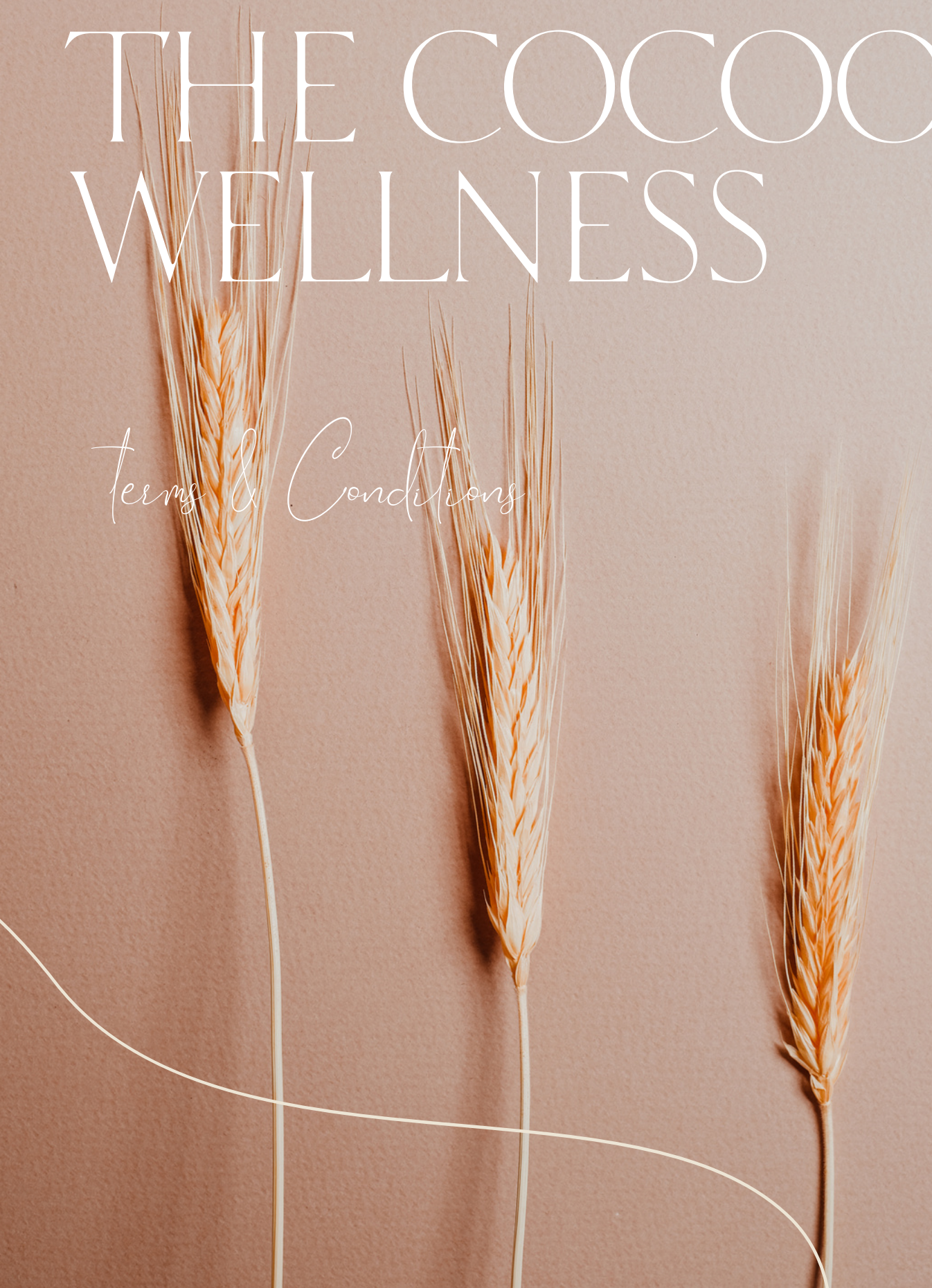




THE COCOON WELLNESS

Terms & Conditions



TERMS & CONDITIONS

01

INTRODUCTION

All retreat participants must make themselves aware of the terms & conditions & accept the risks associated with the course activities.

The Cocoon accepts bookings subject to the following conditions as laid out below.

INTERPRETATION & DEFINITION:

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

Booking — The booking made by the client with The Cocoon & as set out on the advertisement.

Contract — The contract between the client & The Cocoon under which the services are provided by The Cocoon to the client.

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



DEPOSIT & DEFINITIONS

Payment — The total fee will be due for payment strictly 6 full weeks in advance of the retreat / course commencement date or on the date specified.

Fee — The amount payable to The Cocoon under the contract.

Deposit — A deposit payment of £200 per person will be required to reserve each place on a retreat or the price specified.

Force Majeure / Special Circumstances — Any act, event, omission or accident beyond TURC'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



The Cocoon Wellness



BOOKING

ACCEPTANCE:

A contract for the services is made between The Cocoon Wellness and the client on the issue of a written confirmation of booking by The Cocoon Wellness

The contract is subject to these booking conditions which the client has been deemed to have read & fully understood.

SERVICES:

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

BOOKING:

To place a booking with The Cocoon a deposit fee in the sum of £200 per person or specified price. If a booking is made by telephone or email, the client shall be deemed to have read & fully understood these conditions & signed the declaration on the booking form. All bookings are provisional & are only confirmed when the deposit payment has cleared The Cocoons bank account.

The Cocoon reserves the right to decline any booking at their discretion.



TERMS

ONE

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 TURC at their discretion.

The full retreat fee is payable six weeks before the commencement of the course unless agreed otherwise in writing / via email prior to / on confirmation of booking.

In the event that the balance is not paid in the specified time frame The Cocoon 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 The Cocoon.

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

Should a guest not pay in full within 14 full days in advance of a retreat start date then The Cocoon will have the right to cancel the reservation without notice or compensation, in this case no refund will be due.

RESPONSIBILITIES

TWO

RESPONSIBILITIES OF THE CLIENT:

The fee does not include travel to & from the retreat location at which the proposed services shall be provided & this shall be the sole responsibility of the client unless otherwise agreed in writing with The Cocoon.

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

It is the clients responsibility to inform The Cocoon in writing of any past, present or potential health issues that may make them unsuitable to participate in the services agreed. If a letter of suitability is required from a medical professional then this must be sent to & received by The Cocoon by a minimum of 7 days prior to a retreat 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 & on time as per the terms set out by The Cocoon.

It is the clients 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, The full retreat fee is payable four weeks 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, The Cocoon is not obliged to chase guest payments or send payment reminders.

MEDICAL

THREE

MEDICAL & HEALTH:

All clients using The Cocoon 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 The Cocoon, you agree to assume such risk & agree to release & discharge The Cocoon 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 The Cocoon services, you are required to notify us of them in full prior to making your reservation / booking.

If The Cocoon or any member of the The Cocoon team believe that your health or safety is at risk or if you have failed to disclose to The Cocoon 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 The Cocoon services, this could result in The Cocoon's refusal to allow you to participate in all / part of the services. 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 & that it also includes cover for all of The Cocoon'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 The Cocoon.

AMENDMENTS

FOUR

VARIATIONS & AMENDMENTS:

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

If there is a major change The Cocoon shall notify the client forthwith, The Cocoon 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 The Cocoon is not obliged to inform the client in advance or obliged to pay any compensation.

CANCELLATION BY THE CLIENT:

If the client wishes to cancel the reservation / contract they must advise The Cocoon 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 The Cocoon

Less than 12 weeks — 75% of the cost of the retreat will be retained by The Cocoon

Less than 16 weeks — 50% of the cost of the retreat will be retained by The Cocoon

More than 16 weeks — Deposit for the retreat will be retained by The Cocoon

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 or Euros. Refunds are made minus any third party commissions where applicable.

Airport transfer service cancellation:

If a guest has requested The Cocoon 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 guest will be liable for the full cost of the requested transfer service.

CANCELLATION

FIVE

CANCELLATION BY The Cocoon Wellness:

The Cocoon will always endeavour to fulfil confirmed bookings, however, The Cocoon do reserve the right to cancel a scheduled retreat date or an individual booking / reservation. If The Cocoon 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 guest up to that point (minus credit card charges & third party commission where applicable) for the specified reservation.

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 The Cocoon, if the client wishes to assign their contract, he or she must give notice in writing providing the full name, address & contact details of the third party. The Cocoon shall then advise in writing as to if it consents to the assignment as soon as is reasonably possible. The Cocoon reserve the right to refuse an assignment to a third party at any time & without reason, If subsequently a client has to cancel due to The Cocoon refusing the assignment to a third party then the cancellation charges under cancellation by the client shall apply. The Cocoon may assign or sub contract to any third party the performance of any of it's obligations under the contract without consent of the client.

SERVICES

SIX

SERVICES:

The Cocoon 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, staff, & any physical fitness of the clients.

Any information on / about our services published by The Cocoon for it's literature & web site is designed for illustrative purposes only.

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

If The Cocoon believes that a clients health & safety is at risk, or a client has failed to disclose any relevant health information in accordance with our terms & conditions, The Cocoon 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 The Cocoon or any of its team, venue staff, consultants or agents become aware of any such action then The Cocoon 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. The Cocoon will have no liability whatsoever to the client under such circumstances.

EXTRA COSTS: costs incurred by guests while at the retreat

All spa & holistic therapies, private 1-2-1 appointments with any of the retreat team health & 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 & as set out by the retreat director.

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 6.00pm / 18.00 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 retreats official departure day.

ACCOMMODATION

SEVEN

DEFINITION OF HALF BOARD:

The definition of Half Board will be 2 x meals per day which will be provided as breakfast & 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 retreats official arrival & departure days as specified in the published retreat dates for the appropriate year.

VENUE:

Accommodation

The Cocoon venue has accommodation based in private suites, for retreat durations of 7 nights or less there will be no maid service offered unless specified, we operate a privacy policy for our guests & the hotel staff respect this, if a guest requires supplies (fresh towels etc) or a technician in their suite the venue 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 12 pm exactly on the retreats official day of departure as specified by The Cocoon. The venue has a check out policy which requires guests to vacate their suites on the agreed day of departure by no later than 11am.

COMPLAINTS

EIGHT

COMPLAINTS:

If there is a problem during 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 The Cocoon so that all efforts may be made to resolve the problem promptly & effectively. In the unlikely event that the problem can not be resolved & the client wishes to make a complaint then the client must notify The Cocoon in writing within 7 days of the end of the services / retreat.

LIABILITY:

The client understands that attending any activity or service provided by The Cocoon involves some level of risk. By attending any activity or service provided by The Cocoon the client agrees to assume these risks & agrees to release & discharge The Cocoon & its Directors, employees & agents from any & all claims for liability.

Neither The Cocoon 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 & adequate medical, personal injury & holiday insurance for the full duration of their stay with The Cocoon.

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 The Cocoon or any of its staff, consultants or agents become aware of any such act / conduct then The Cocoon & 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, in these circumstances The Cocoon will have no further responsibility or liability to the guest.



CONTENT

MEDIA:

The Cocoon 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 The Cocoon.

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

COPYRIGHT:

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



THIRD PARTY

THIRD PARTY WEB SITES & SERVICES:

The Cocoon 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.

Special Circumstances:

Force Majeure / Special Circumstances — Any act, event, omission or accident beyond The Cocoon'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-out's, 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 & Commonwealth Office (FCO) or Spanish 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, where The Cocoon Retreat can not go ahead, clients will be offered a full refund or the option to change their booking to another retreat.



LAW & DATA

LAW & JURISDICTION:

These terms & conditions shall be governed & construed in accordance with United Kingdom Law, & the parties shall submit to the non-exclusive jurisdiction of the British Courts.

PRIVACY POLICY:

The Cocoon are committed to protecting & respecting your privacy.

USE OF DATA:

Any personal data that you submit will be retained by The Cocoon 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.





CONTACT

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@THECOCOONWELLNESS



THANK YOU



THANK YOU SO MUCH FOR BOOKING YOUR RETREAT
WITH THE COCOON WELLNESS

We are deeply grateful for your trust and support in
allowing us to hold space for you on your journey.
Whether you attend a retreat to heal, grow, rest,
restore, breathe or let go, we are here for you.

Love Always
The Cocoon Wellness
Team
✻