

Esprit Meraki Terms and Conditions

The Esprit Meraki team is looking forward to having you as our guests, and we want you to enjoy your stay with us. That's why we ask all our guests to pay particular attention to our **Terms and Conditions** so that we can help to ensure that everyone's experience is a positive one. It's all about making unforgettable memories of your vacation – so that you'll come back and see us again!

Please read the information below, and make sure you understand it before booking your retreat or workshop. Any questions or comments, please contact us by **e-mail** at **welcome2gascony@gmail.com**.

1. For the sake of clarity the owner is defined as Dr Margaretha Montagu of Esprit Meraki Retreats and the client is the person making the booking.
2. The property known as Esprit Meraki is offered as accommodation for our retreats. All accommodation is offered subject to availability at the time of receipt of the deposit and at the quoted tariff.
3. To make a reservation for a retreat, the client should contact the owner by e-mail to inquire about availability. Availability will be confirmed by email and the client then pays the initial non-refundable booking deposit to secure the booking. Please note that you do **not** have a legal right to change your mind and cancel your retreat within 14 days and receive a refund. Following receipt of the deposit, the client will be sent confirmation of the booking by e-mail. The deposit can be paid by bank transfer or directly online by credit card via the secure server Stripe. Please note that payment by credit card will be subject to a non-refundable 5% surcharge, to reflect the cost incurred by us in processing this type of payment.

To request a change to a reservation: If, after we have issued you with a booking confirmation, you wish to make a change to the retreat you have booked, you must notify us in writing as soon as possible. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the retreat or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change (such as an increased price) are unacceptable to you, you may want to cancel your booking (see clause 5).

Where your requested change can be met, you must pay all costs and charges incurred or imposed by any of our suppliers together with an amendment fee of 50 euros per change per booking before the change can be made.

You do not have the right to transfer your place on your retreat to another person.

4. The balance due is payable not less than 30 days prior to the start of the retreat. If payment is not received by the due date, the owner reserves the right to give notice, either in writing or by e-mail, that the reservation is cancelled. Reservations made within 30 days of the start of the workshop must be paid for in full at the time of booking. The balance can be paid by bank transfer. We will send you our bank details via e-mail.

Any chargeable expenses arising during the retreat, ex. massages must be settled locally, with the provider, in Euro.

5. Any cancellation received in writing up to 30 days before the workshop starts will result in a loss of 50% of the retreat price. Where a refund is due to you, we will pay it, less the applicable cancellation charge, by the method you used for payment. Any cancellation made in writing less than 30 days before the retreat starts, or once the retreat has started will result in a total loss of funds. Your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them. Depending on availability, you can choose to transfer your booking to another retreat date during the same calendar year without incurring any additional fees.

We reserve the right to cancel the retreat (if we do so your deposit is refunded in full).

In the unlikely event that we have to cancel a retreat, you will be offered two options:

- A full refund of the cost of the retreat. However, the costs of any travel arrangements etc. you may have made will not be reimbursed.
- The option to transfer to another retreat in the next 12 months. If your chosen replacement retreat costs less than the cancelled retreat, we will refund the difference. If it costs more, you will need to pay the difference before we can complete the transfer.

We have the right to terminate your confirmed booking in the following circumstances:

- we are prevented from performing your contracted arrangements as a result of events beyond our control and we notify you of this as soon as reasonably possible; or
- we have to cancel because the number of persons who have booked the retreat that you are attending is smaller than the minimum number required for that particular retreat and we will notify you no later than 30 days before the start of the retreat.
- we cancel due to your failure to pay the balance of the cost of your retreat on time.

We do NOT accept any liability for cancellations, delays or changes caused by war, threat of war, terrorist actions or threats, closure of airports, civil strife, industrial action, natural or nuclear disaster, technical problems with transport, staff cancellations or other events beyond our control, fire or adverse and extreme weather conditions that result in the cessation of schedule activities, participants' medical or psychiatric conditions which may develop during or subsequent to the holiday, loss of, or damage to, personal property of participants. Esprit Meraki Retreats is not responsible for expenses incurred in preparation for any cancelled retreat, such as airline tickets, loss of work, and/or other costs associated with preparing for your trip.

6. It is a condition of this booking that the Client obtain comprehensive insurance. EU/EEA residents should also ensure they have a current European Health Insurance Card (EHIC). This card entitles you to state-operated medical care as a visitor to another EU/EEA country. Your travel insurance should include trip cancellation and cover other expenses you may encounter because of travel disruptions. Insurance should cover full medical expenses, cancellation by you as a result of illness or injury, personal baggage, personal accident, accidental loss or damage to property, third party liability, legal expenses and emergency.

7. The retreat shall commence at 6 pm on the day of arrival and finish at 11 pm on the last day. The owners shall not be obliged to offer the accommodation before the time stated and the Client shall not be entitled to remain in occupation after the time stated. It is, however, possible to book additional nights on a BandB basis at Esprit Meraki prior to a retreat, subject to availability.

8. Please note that we operate a strict no-smoking policy in the house, and especially in the barns and stables, but a designated smoking area can be provided. Breach of this requirement will incur full cleaning costs of hard and soft furnishings in guest rooms. We reserve the right to request guests to vacate the premises for any continued or serious breach of this policy.

9. Your responsibilities

9.1 Behaviour. You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. Quiet time is from 9 pm to 9 am. If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be paid directly to the relevant supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us because of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

9.2 Commercial filming/photography. Commercial and/or editorial filming/photography is not permitted at the property at which your retreat takes place, unless prior written permission has been granted. Please note that we may arrange for filming and/or photography to take place during your retreat. Where this is the case, we will contact you in advance of the retreat to provide you with full details of the nature of the filming and/or photography that is proposed to take place and to ensure that you are happy with this. Please note: if you do not wish to feature in the proposed filming and/or photography it may still take place but steps will be taken to ensure that you are not captured in the filming and/or photography in question.

9.3 Security of the property. Whilst all of our properties are insured, it is your responsibility to ensure that the property at which your retreat takes place is adequately secured at all times. This could include any time that you leave the property, spend time in the garden or pool area and when retiring for the night. Securing the property may include, as relevant: locking doors; closing and securing windows and shutters; securing valuables in a safe and setting security systems. Failure to follow these steps would result in the invalidation of your personal liability insurance and any loss of your or the property's items would be your responsibility. No items are to be removed from the owner's property, without the owner's prior permission.

9.4 Passports & Visas. It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable.

Requirements do change, and you must check the up-to-date position in good time before departure. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

9.5 You must ensure that your chosen retreat is right for you. It is your responsibility to ensure that you have carefully read all information we have provided to you regarding the retreat, including the property and local area description and that you have selected the most appropriate retreat for your requirements. If you, or any of your group, have any specific requirements or requests you must contact us before making your booking.

10. If there is a problem during your retreat

10.1 How to tell us if you have a problem. If you have a complaint about your retreat, you must tell the host of the retreat straight away, whose number will be provided to you before the start of your stay. The host will take all reasonable steps to help you. It is only if you do this that we will have the opportunity to put matters right whilst your booking is underway.

10.2 If you are still unhappy after you've returned from your retreat. If you have a complaint or claim that you wish to pursue, please write to us promptly after your return. Your complaint or claim will be investigated, and a full reply sent to you as soon as possible. As our investigations often involve obtaining information from overseas, it may take a few weeks. The Client agrees to be a considerate guest and to take good care of the property and to leave it in a clean and tidy condition at the end of the retreat period.

11. The Client shall report to the owners, without delay, any defects in the property or breakdown in the equipment, plant, machinery or appliances in the property or any other problems the Client may experience and arrangements for repair and/or replacement, will be made as soon as possible.

12. The maximum number of adults to reside in each room is 2, unless the owner has given written permission at the time of the booking. Please note that the rooms are not suitable for children and that the minimum age limit is 18 years.

13. The owner shall not be liable to the Client for any temporary defect or stoppage of public services to the property, nor in respect of any equipment, plant, machinery or appliance in the property, garden, or for any loss, damage or injury suffered which is the result of adverse weather conditions, riot, war, strikes or other matters beyond the control of the owners, or for any loss, damage or inconvenience caused to or suffered by the Client if the property should be destroyed or substantially damaged before the start of the retreat.

14. The client participates in activities and uses the equipment entirely at his or her own risk, including the activities with the horses.

15. Under no circumstances shall the owners' liability to the Client exceed the amount paid to the owner for the booking.

16. The owner reserves the right to amend the terms and conditions as appropriate, without detriment to guests' statutory rights. We also reserve the right to change the information published on the site at any time. All prices on this website are based on the current exchange rates and are subject to change without notice. While we make every effort to provide you the most accurate, up-to-date information, we reserve the right to increase the price of your Retreat prior to your travel, but **not** after you have paid the full amount. If this was to happen we would inform you in advance.

17. Overnight visitors are not permitted. Any visitors must leave the premises prior to 5 PM.

18. There is no contract between Esprit Meraki Retreats and the client until full payment has been made. Full payment of the balance is to be made no later than 30 days before departure.

19. All information contained in the brochure and on the websites is published in good faith and is believed to be correct at the time of going to press. However, the provision of certain facilities therein referred to may be limited, not available at certain times or subject to weather conditions etc. Please note that the photographs in our brochure/on our website are intended to give a general overall impression of the standard of the retreat. Some aspects of the retreat may have changed by the time you make your booking or arrive at the retreat, for example, items of furniture may have been moved or removed or the layout of the garden or paddocks may have been changed. Retreat itineraries advertised on our website are provided for indicative purposes only and are subject to change. We reserve the right to modify, alter or curtail the retreat timetable for any reason beyond its control including, but without limitation, war, riot, civil disturbance, government action, strike, lock-out, inclement weather, quarantine, Act of God, and we shall not be liable for any loss, damage or inconvenience resulting to the client. The final decisions on the program will be taken by the owner whose decision shall be final and binding on all members of the group. Where members of groups diverge from concluded arrangements, no allowance can be claimed or will be admitted for accommodation, meals, drinks and other expenses and no refunds can be claimed.

20. Esprit Meraki is not equipped with specialised vehicle charging facilities. Without such professionally installed equipment, in the case of fire or other damage, our building and contents insurance will be invalidated if clients charge EVs via the domestic circuit. The charging of electric or hybrid vehicles is therefore not permitted but, in any case, only low amperage charging would be technically possible with extremely long charge-times, Level 1 and 15 amps maximum. As with all rural properties, the supply (9 kVA in this case), more than adequate for the contents of the house, cannot cope with the added load of fast-charging electric vehicles and upgrading would be prohibitively expensive. There are several commercial Level 2 and 3 fast-charging stations in Nogaro (3km).

21. You must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. Please check with your local doctor or specialist vaccination clinic. It is your responsibility to know the rules around travel during the COVID-19 pandemic & all rules and restrictions must be adhered to.

22. Special requests, medical conditions, disabilities and reduced mobility

22.1 You must notify us of special requests. If you have any special request, you must advise us at the time of booking. We regret we cannot guarantee any request unless it has been specifically confirmed in writing. Failure to meet any special request will not otherwise be a

breach of contract on our part. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

22.2 Medical conditions. If you, or any of your party, have any medical condition, disability or reduced mobility which may affect any aspect of your booking (or the booking process), you must inform us before you confirm your booking so that we can advise you as to the suitability of your chosen retreat and otherwise assist with the booking process. In any event, you must give us full details in writing at the time of booking or, if the condition, disability or reduced mobility only develops or deteriorates after you have booked, as soon as you become aware of it.

22.3 Should you require medical attention during your retreat, local medical services can be contacted for emergency treatment. The acceptance and cost of such treatment are your sole responsibility. Please be aware that medical practitioners may only be conversant in their mother tongue. We will be on hand to offer assistance and translation if required, but we are not liable for any aspect of medical treatment provided to you. Where it is impossible for you to return to your departure point as per the agreed return date of your retreat due to “unavoidable and extraordinary circumstances”, we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. For the purposes of this clause, “unavoidable and extraordinary circumstances” mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

23. Animals, insects and the surrounding area

23.1 Please note that your retreat takes place in a rural area, where wildlife such as animals and insects are as natural a part of the landscape. It would not be particularly unusual to encounter animals, such as boar, deer, goats, foxes, rodents dogs or cats (stray or belonging to nearby locals), or insects such as wasps, bees, mosquitoes, flies, ants, or spiders. We would urge you to keep doors and windows closed as far as practicably possible and to clear all remains of food following all (outdoor and indoor) meals. Please do not purposefully feed any local animals – especially the horses.

23.2 If you suffer from allergies triggered by animals, please let us know before booking.

23.3 We regret that pets are not permitted on any of our retreats.

23.4 We can not be held responsible for noise or disturbance which comes from beyond the boundary of the property where your retreat is taking place or which is beyond our control.

23.5 We can not be held responsible for any changes to the area surrounding the property, which may impact the property. This may include (but is not limited to) changes to the local area arising due to natural causes (such as fire, storms, diseases affecting plants and trees, etc.) or due to the acts of third parties (such as litter, the cutting down of plants and trees, building work, etc.).

24. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.

Acceptance of Terms and Conditions: Making a booking and paying the deposit implies the knowledge and acceptance of these terms and conditions.