

Thrive & Balance Retreats LLC Terms and Conditions

These Terms and Conditions apply to your booking of one of our retreats. **Please read them carefully as they will bind you.**

These Terms constitute the entire agreement between Thrive & Balance Retreats LLC, a company registered in North Carolina, USA, and the Client relating to the subject matter herein and form a binding agreement. No verbal or written representation, warranty, prior agreement, or description of services other than as expressed herein shall be valid.

The contract and booking are made with, and services will be provided by, Thrive & Balance Retreats LLC. By booking a retreat, you agree to be bound by these Terms and Conditions, including the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for dispute resolution.

BOOKING RETREATS & THE CONTRACT

All persons wishing to make a booking must carefully read and understand the Terms and Conditions that follow. By making a booking with Thrive & Balance Retreats LLC, you accept these Terms and Conditions on behalf of yourself and all persons named on the booking. A booking is accepted and becomes definite only from the date when Thrive & Balance Retreats LLC sends a confirmation email and after the deposit payment is completed.

A Thrive & Balance Retreats LLC team member will contact you within 72 hours of completing your registration to confirm your participation. This confirmation does not guarantee the retreat will run. We ask that you refrain from purchasing non-refundable travel until you receive an email confirmation from our staff. A minimum of 6 participants is required for our retreats to take place.

Please note that Thrive & Balance Retreats LLC only offers retreats and related activities to those 18 years of age and over, unless specifically noted.

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 until 40 days before 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 40 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, Thrive & Balance Retreats LLC reserves the right to cancel your booking and forfeit your deposit.

Please note deposits made on all bookings are non-refundable and non-creditable due to the requirement to purchase non-refundable and non-transferable essentials such as accommodation reservations on your behalf to secure your spot on the retreat.

REFUND / CANCELLATION

We understand that unexpected events can arise that can affect your plans.

Canceling 90 days or more before the retreat, you will be refunded the full amount paid up to that date for your retreat. This excludes the 30% deposit per person which is non-refundable.

Canceling between 60-90 days before the retreat, you will be refunded 50% of any sums paid. This excludes the 30% deposit per person which is non-refundable.

All retreat payments become non-refundable less than 60 days before the retreat start date.

PRICING

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

Thrive & Balance Retreats LLC 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.

Thrive & Balance Retreats LLC reserves the right to alter the prices of any of the travel arrangements shown on our website. You will be advised of the current price of the travel arrangement you wish to book before your contract is confirmed.

Unless stated otherwise, the price of your travel arrangement includes each and all of the component parts described within your booking confirmation invoice.

Not included in the price of your travel arrangement are flights, transport, travel insurance, excess baggage charges, tipping, and any food or drink or additional excursions or activities not confirmed as 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

The Client must inform Thrive & Balance Retreats LLC on our registration form of any medical conditions, pregnancy, disability, or any other mental or physical condition which may affect fitness to travel, including medications you are currently taking. Failure to notify us may result in the Client being refused certain activities during the retreat at the Client's own expense. Some retreats may be unsuitable for Clients due to age, mobility, disability, pregnancy, or physical or mental conditions. Please email us if you have concerns.

It is absolutely vital that you are accurate with your fitness level and medical conditions for your own safety.

Thrive & Balance Retreats LLC will do its best to meet special requests, including dietary or physical limitations, but such requests may not always be possible depending on the retreat, in which case we reserve the right to refuse Clients with certain conditions.

Thrive & Balance Retreats LLC will do its best to meet Client's special requests, including dietary, but such requests do not form part of the Contract, and therefore we are not liable for not providing these requests.

As a client, you MUST carry medical insurance. Medical facilities vary, and Thrive & Balance Retreats LLC will do its absolute best to bring you to a proper medical facility as needed, but makes no representations and gives no warranties regarding the standard of such treatment.

FINAL PAYMENTS

For all retreats, the payment of the final balance of the retreat price is due 40 days before the retreat start date in the currency advertised.

If a booking is made within less than 40 days, your deposit and full payment will be required at your initial sign-up. We DO NOT accept sign-ups less than 30 days before the retreat start date.

We break down payments into two standardly for most retreats.

If the final balance is not received by the due date and there is no concise reason as to why Thrive & Balance Retreats LLC reserves the right to treat the Client's booking as canceled.

Please ensure Thrive & Balance Retreats LLC is on your contact list so our emails don't go to your junk folder!

CANCELLATION OF A RETREAT BY THE CLIENT

Any cancellation by a Client must be made in writing (via email) and be acknowledged by Thrive & Balance Retreats LLC in writing (via email).

Under no circumstances is your deposit refundable. Deposits are required to secure bookings.

Fees apart from the deposit can be refunded in special circumstances, including:

- Serious injury or illness of the client
- Serious injury or illness of a close family member

In the case of a natural disaster, Thrive & Balance Retreats LLC applies the "act of God" rule and no fees will be reversed.

CANCELLATION OF A RETREAT BY THRIVE & BALANCE RETREATS LLC

Thrive & Balance Retreats LLC reserves the right to cancel any retreat for any reason but will not cancel a retreat less than 30 days before the retreat start date except for unusual or unforeseen circumstances outside our control. When a retreat is canceled by Thrive & Balance Retreats LLC before the agreed date of departure for any reason other than the Client's fault, 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.

Thrive & Balance Retreats LLC is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate retreat of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, Thrive & Balance Retreats LLC will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, Thrive & Balance Retreats LLC will provide the Client a refund of unused tour

portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the control of Thrive & Balance Retreats LLC, we will in some circumstances offer compensation. Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation, or meal offering.

AIRFARE

All Thrive & Balance Retreats LLC retreats do not include national or international airfare. We strongly recommend you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

TRAVEL & HEALTH INSURANCE

Thrive & Balance Retreats LLC recommends Clients obtain travel medical insurance. This insurance must cover personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance, and repatriation.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay, or inconvenience occurring to the Client during travel. Thrive & Balance Retreats LLC shall have no liability for loss, theft of, or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a train, bus, or other mode of transportation, publicly owned or operated by Thrive & Balance Retreats LLC or elsewhere, are not reimbursable. Losses due to ordinary wear and tear and other acts of God are not reimbursable. Thrive & Balance Retreats LLC cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by Thrive & Balance Retreats LLC such as hotels, huts, expedition vehicles, or any other mode of transportation.

The Client acknowledges that the cost of Thrive & Balance Retreats LLC retreats does not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance, the Client must ensure the insurer is aware of the type of travel to be undertaken.

EVACUATION PROCEDURES AND COSTS

Thrive & Balance Retreats LLC Retreat Leaders, local guides, or other representatives' decisions will at all times be final on all matters likely to affect the safety and well-being of the trip. We reserve the right to prohibit any traveler from continuing on a trip with no right of refund if, in our opinion, that traveler's actions pose a threat to the safety of others, to the wildlife, themselves, or if the traveler's actions and/or behaviors are harming the enjoyment of the trip for others.

Evacuation costs are to be covered by the person being evacuated.

TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure, and travel to retreat destinations (passport must be valid 6 months past the return date), all visas, permits, and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole journey. The Client accepts full responsibility for obtaining all such documents, visas, and permits before the start of the retreat and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by Thrive & Balance Retreats LLC regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and we are not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

Retreat Details: To expedite the obtaining of travel documents and flight bookings, please note that all international trip-related documents such as Retreat Planning Guides will be sent via email once the trip is confirmed to run. Thrive & Balance Retreats LLC will aim to confirm trips within a reasonable timeframe.

CLAIMS & COMPLAINTS

If a Client has a complaint against Thrive & Balance Retreats LLC, the Client must first inform the Retreat Leader or guide at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the Thrive & Balance Retreats LLC Chief of Operations while on retreat so that we have the opportunity to rectify the matter. Failure to indicate dissatisfaction while on retreat will result in the Client's ability to claim compensation from Thrive & Balance Retreats LLC being extinguished or at least reduced. If satisfaction is still not reached through these means on retreat, then any further complaint must be put in writing to Thrive & Balance Retreats LLC within 30 days of the end of the trip.

CLIENT RESPONSIBILITY

The Client acknowledges they may be visiting places where the political, cultural, and geographical attributes present certain risks, dangers, and physical challenges greater than those present in their daily life. By booking travel with Thrive & Balance Retreats LLC, the Client acknowledges they have considered the potential risks, dangers, and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges, and laws in effect at each stop along the itinerary and is encouraged to locate or make contact before embarkation with their local embassy or consulate at the trip destination.

SUPPLIERS & INDEPENDENT CONTRACTORS

Hotels/accommodation, shuttle services, excursions, or other elements of Thrive & Balance Retreats LLC may be arranged by us with local suppliers who may themselves engage the services of local operators and/or subcontractors. We will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of Thrive & Balance Retreats LLC will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither Thrive & Balance Retreats LLC nor any carrier is liable for independent contractors.

SAFETY & TRIP ENJOYMENT

We take your safety and well-being very seriously, which is why we partner with trained professionals for all our domestic and international retreats. However, you are ultimately responsible for your safety, which is why we ask all retreat participants to sign a liability waiver before departure. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by the Thrive & Balance Retreats LLC Retreat Leaders and/or Local Guides and instructions given by them.

Thrive & Balance Retreats LLC reserves the right to prohibit any Client from continuing on a trip with no right of refund if, in our opinion, that Client's actions pose a threat to the safety of them, others, or to the wildlife, or if that Client's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others. The decision of the Thrive & Balance Retreats LLC Retreat Leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip. All Clients must, at all times, strictly comply with the laws, customs, foreign exchange, and drug regulations of all countries visited, and Thrive & Balance Retreats LLC will not accept responsibility or liability for any Client who contravenes any laws or other regulations of any country visited.

HEALTH & FITNESS

Most Thrive & Balance Retreats LLC trips should not be overly strenuous for people who are healthy and reasonably fit. If you (or anyone on whose behalf you are booking) are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking. If your health or fitness changes between the time of booking and your trip departure date, you must notify the Thrive & Balance Retreats LLC office of these changes before the retreat starts.

PHOTOS, VIDEO AND CONTENT CREATION

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

RETREAT ITINERARY CHANGES

Thrive & Balance Retreats LLC and its partners reserve the right to alter retreat programs and itineraries due to weather, road conditions, or other circumstances. These programs may be changed or canceled at any moment to assure the safety of our clients and staff. No responsibility is accepted for losses or expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules, or other similar causes. Thrive & Balance Retreats LLC and its partners do not assume responsibility for accidents or deaths that can be traced to the participants' negligence, acts of third parties, or exterior circumstances such as weather, natural occurrences, or other similar causes.

DATA PROTECTION

To ensure that retreats run smoothly, Thrive & Balance Retreats LLC needs to use personal information (such as name, address, special needs, health conditions, dietary requirements, etc.) provided by Clients and also pass on such information to other outfitters/guides or suppliers involved in the operation of the retreat. Thrive & Balance Retreats LLC will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to outfitters or suppliers responsible for the retreat. By completing the Thrive & Balance Retreats LLC Retreat Booking Form, Clients consent to this information being transferred as required.

LIABILITY

Thrive & Balance Retreats LLC is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of Thrive & Balance Retreats LLC and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which Thrive & Balance Retreats LLC and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that Thrive & Balance Retreats LLC is responsible for any death, injury, or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract, then we limit our liability.

ACCEPTANCE OF RISK

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

SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

SUCCESSORS & ASSIGNS

These Terms and Conditions shall inure to the benefit of and be binding upon Thrive & Balance and the Client and their respective heirs, legal personal representatives, successors, and assigns.

APPLICABLE LAW

The Contract and these Terms and Conditions are subject to the laws of the State of North Carolina, USA.

WAIVER OF BOOKING CONDITIONS

These Booking Terms and Conditions may only be waived or amended by written mutual consent. When a Client completes, submits, and makes the payment for booking their place for a retreat, they agree to accept all these conditions, and when the booking is accepted, Thrive & Balance agrees to carry out the obligations as defined therein.

UPDATING OF TERMS & CONDITIONS

Thrive & Balance 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 Thrive & Balance's website.

If you have any questions or concerns, please email us at hello@thriveandbalanceretreats.com