

# MH Retreat Programme Terms and Conditions

## Definitions

The following definitions have the same meaning whether singular or plural.

'Commencement Date' means the date of the Agreement

'Agreement' means Your offer to purchase the Retreat Programme which comes into force as soon as the Provider sends written confirmation of Your booking to You by email

'You/Your' means you, a client reserving a place on the MH Retreat Programme offered by the Provider booking either via the Provider's website or at an authorised live event or events, or a telephone booking made with one of the Provider's authorised consultants.

'GTG', 'We', 'Us' means GTGUK Services Ltd, a company incorporated in England & Wales whose registered office is Acorn House, Church Road, Somerset, TA9 4HZ which acts as solely as a collecting agent for the Retreat Programme on behalf of the Provider.

'Terms and Conditions' means the terms and conditions set out below and these definitions which together form part of the Agreement between You, the Provider and GTG as agent of the Provider.

'Provider' means GTG International Limited being the provider of the Retreat Programme events.

'Retreat Fee' means the total fee payable by You to GTG in respect of the Retreat Programme.

'Retreat Programme' means the MH Retreat chosen by You being a six day interactive coaching event produced by the Retreat coaching team led by Matthew Hussey in personal attendance at the event.

'Rules and Restrictions' means the terms and conditions applicable to the Suppliers with whom You have a separate agreement.

'Service' means a service introduced to you by the Provider which is supplied by a Supplier

'Sites' means websites operated by the Provider

'Supplier' means any third party supplier of Services such as a hotel operator.

## 1 Booking your Retreat Place

### Confirmation

Confirmation of Your booking on the Retreat Programme with the location, date and cost, will be sent to You by email and on receipt of this email You are assured of Your place on the Retreat Programme specified.

The Agreement between You and the Provider comes into force as soon as the Provider sends written confirmation of Your booking to You by email. These Terms and Conditions apply to the Agreement for provision of the Retreat Programme and the provision of Services where Provider acts solely as the interface between You and a Supplier.

## 2 Hotel Accommodation Services

Hotel accommodation is offered separately by the hotel Supplier and the Services are subject to any Rules and Restrictions made by the Supplier. These may include restrictions on changes and/or charges for cancellation.

All payments for Your accommodation must be settled directly by You with the hotel Supplier usually at the end of Your stay. Occasionally hotel Suppliers may require Your bank card or credit card details when We finalise Your hotel accommodation. Hotel prices communicated by the Provider to You on behalf of Suppliers refer to accommodation Services to be arranged by the Provider on Your behalf but do not include any food, taxes, fees, resort fees, charges for optional elements, minibar snacks or telephone calls.

It is possible that, from time to time particular activities offered by hotel Suppliers are cancelled for various reasons.

## Rooms

Accommodation is in standard rooms which subject to any Rules and Restrictions made by the Supplier are generally available from 2pm on arrival and should generally be vacated by 11pm on departure.

## Hotel Classification

You should always keep in mind Your purpose in attending the Retreat Programme. The standard of hotel is not relevant to the Retreat Programme, or the process you will go through during the five days, nor the Retreat content, and certainly not the results which You will obtain for Yourself after attending.

The Provider makes every attempt to obtain high standards of accommodation and service for you in the choice of hotel Supplier. The indication of any comfort level in descriptions used in any content either online or provided directly to You corresponds to a classification based on local standards from information given to the Provider by the Supplier and is provided only as an indication. Standards can vary. Please refer to the hotel and travel feedback websites if You have any concerns or require more information.

## 3 Travelling to the Retreat

You are responsible for making Your own travel arrangements to the Retreat Programme and for the cost of Your own travel and are advised to make Your travel reservations at the earliest opportunity.

### Travel Documents

It is Your responsibility to make sure You are aware of and comply with any legal requirements concerning passport, visa, currency and health regulations relevant to the Retreat Programme location. Immigration requirements may require Your passport is valid for a minimum period after entering the country, typically 6 months. If Your passport is in the final year of validity You should confirm any necessary requirements before booking Your travel arrangements.

For information on visa requirements You are advised to contact the embassy of the country in which Your Retreat Programme is being held. It can often take some time to obtain a visa so You are advised to apply in plenty of time.

All travellers wishing to enter the USA under the Visa Waiver Program (VWP) do not require a visa but must apply for authorisation to travel using the Electronic System for Travel Authorisation (ESTA). It is recommended You make Your application now to ensure that there are no issues arising. You can make the application online at <https://esta.cdp.dhs.gov>.

You should also make sure that You are aware of any changes to visa requirements before You travel. You are solely responsible for complying with all such requirements that may be needed.

### Travel Safety/Comfort

You must review any health advice given to You and Your own health requirements together with any travel prohibitions, warnings, announcements and particularly (UK) governmental advice issued prior to travelling.

It is a strict condition of this Agreement that you must notify the Provider by email and in detail of any specific medical conditions which affect You and any health requirements You may have at the time of booking and in any event within 30 days of the date of the Agreement.

### Travel Insurance

You should take out travel insurance that as a minimum covers cancellation, curtailment, delayed departure, abandonment, illness and transport home. You should verify that the scope of such insurance policy provides You with the cover that You require since these risks are Yours.

## 4 Disability

If You suffer from any physical, mental, cognitive, or developmental condition that impairs, interferes with, or limits a person's ability to engage in certain tasks or actions or participate in typical daily activities and interactions then You should notify the Provider immediately by email setting out exactly what that condition is and any specific requirements You may have. This is essential because:

- The Provider must discuss with You the precise nature and extent of any arrangements which may be made to assist You to take an effective part in the Retreat Programme; and
- The Provider must make an assessment (which will be made in its absolute discretion as to whether Your condition will prevent You from effectively participating in the Retreat Programme or any part thereof.

## 5 Financial conditions and payment procedures

Unless specified otherwise the cost of the Retreat Programme is always expressed in either Dollars or British Pounds.

### Deposit

You are required to pay a deposit of either \$800 or £500 (the 'Deposit') within 7 days of the Agreement if You have not already paid it. A lower initial

amount may be accepted at the discretion of our authorised consultant however the balance of the full Deposit will remain due and is payable within 30 days of the date of the Agreement. The Deposit is non-refundable under most circumstances and will be applied in reduction of Your Retreat Fee. The Deposit will only be refunded to You if You give notice of cancellation by email to the Provider within 30 days of the date of the Agreement

#### **Balance Payment**

Any balance of Your Retreat Fee due after payment of the Deposit is payable in full at least 28 days clear days before Your Retreat Programme. Our authorised consultant may agree to accept payment of this balance from You in instalments and in these circumstances any remaining balance due must be paid 28 days clear days before Your chosen Retreat Programme.

#### **Payment for Services** (e.g. Accommodation)

Any indication of Supplier costs supplied by the Provider will generally be expressed in the currency of the location where the Services are provided. Where cost indications are expressed in GBP and this is not the currency of the location You should note that these costs are estimated only; you must also bear in mind that they are based on exchange rates which are current at the date of the Agreement and allowance must be made for fluctuations which may affect the cost of the Services at the time of the Programme.

The Provider will act as your agent in relation to booking Your accommodation with any Supplier of Your accommodation: it is agreed that the Provider's responsibility as agent is limited to that extent and no further. The price of accommodation Services booked by the Provider on Your behalf must be paid directly to the hotel Suppliers as they direct which is usually at the end of Your stay.

#### **Local taxes and Payments**

Local authorities in certain countries impose additional taxes (e.g. sales, occupancy, tourist taxes, etc) on the cost of hotel Services provided by Suppliers for which You will be exclusively responsible.

#### **6 Requests for Changes and Cancellation**

Any request by You to change or cancel Your chosen Retreat Programme must be submitted by email to [retreat@gettheguy.co.uk](mailto:retreat@gettheguy.co.uk). Such request will be dealt with by the Provider on behalf of any Suppliers.

#### **Change of Booking Requests**

To change from Your selected Retreat Programme to any other Retreat Programme on a different date or at a different location You must notify the Provider by email to [retreat@gettheguy.co.uk](mailto:retreat@gettheguy.co.uk). The Provider will change the date or location free of charge providing Your request which must be by email is received by the Provider more than 35 clear days before the commencement of the Retreat Programme upon which You have been booked. You may only make one such change to Your Retreat Programme booking.

The Provider's arrangement with all Suppliers for hotel accommodation provides that no changes can be made within 35 clear days of the event programme and that such Suppliers may also impose additional charges or penalties. Where changes are requested less than 35 days before commencement, You must pay any such additional charges before the Provider will agree to make any change to your Retreat Programme booking.

#### **Effects of Cancellation**

In the event of cancellation by You, Your Deposit is not refundable save as provided above.

You will also be bound by the Suppliers Rules and Restrictions. These Suppliers may require that You pay compensation equivalent to the price of accommodation already confirmed on your behalf by the Provider. In the event of You cancelling Your booking in these circumstances there will be no refund of any Retreat Fee payment or part payments made and You may be required to cover any costs charged to the Provider by any Suppliers. Should You fail to attend a rescheduled Retreat Programme after You have changed your booking from an earlier date and location, no further event booking changes will be allowed and You will forfeit Your deposit.

#### **No replacement attendees**

Each retreat place is issued to the individual named in the booking confirmation documentation and is exclusively for the use of that person.

Attendance is through interview and invitation only and therefore the benefit of the Agreement cannot be assigned, transferred or resold by You to any third party.

#### **Other Changes**

The Provider may make changes to the advertised content of the Retreat Programme after the date of the Agreement where these changes are not made by the Provider in bad faith and insofar as such changes are not (in the opinion of the Provider) significant and do not affect the overall character of the Retreat Programme.

#### **Force Majeure**

Neither You nor the Provider shall be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affects the performance of any of its obligations under the Agreement, and could not reasonably have been foreseen or provided against.

#### **7 The Provider 's obligations to You**

The Provider is responsible for:

- delivery to You of the Retreat Programme content
- using it's reasonable endeavours to select and monitor appropriate Suppliers
- implementation by the Provider of it's part in complying with the terms of Supplier contracts

The Provider is not responsible for;

- any inaccuracy in the description of Services provided by Suppliers to You
- verifying the accuracy of information which has been received from Suppliers or others including information published in local, hotel or other brochures, and on hotel and other travel related websites and which has been published by the Provider
- the standard of any Services provided by Suppliers to You

#### **Limitation of Liability**

You agree that the liability of the Provider and GTG under this Agreement excludes the following:

- a) all liability arising out of fraud or fraudulent misrepresentation or any other loss save that which that is excluded by law;
- b) all and any liability for loss whether in contract or tort or otherwise which is not a direct consequence of negligence, lack of care, breach of statutory duty or breach of contract by the Provider or GTG;
- c) the cost of any Services or other expenses including but not limited to travel and insurance.

#### **Photographs and illustrations**

The Provider occasionally provides photographs and illustrations giving a depiction of the Services offered. The purpose of these photographs and illustrations is only to provide You with a visual indication of the general nature of any location, the general level of accommodation and general degree of comfort and they are not to be interpreted as making any representation exceeding this.

#### **8 General Provisions**

You agree that:

- a) Any failure by either the Provider or GTG to strictly enforce the Agreement at any time shall not constitute and shall not be construed to mean a waiver of any of Your obligations to the Provider and to GTG.
- b) If any of these terms of use are found unlawful, void, or for any reason unenforceable, then such provision will be considered severable from the remaining terms of use, and will not affect the validity and enforceability of the remaining provisions. These terms may be modified only by our posting of changes to these terms of use on our Sites.

#### **9 Applicable Law**

You agree that the Agreement shall be governed by and shall be construed exclusively in accordance with the laws of England.

You agree that all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the Courts of England