



## **International Retreat Terms & Conditions**

*By booking with Awake Siargao Retreats (“AWS” in the following) and paying the deposit, part or full payment, the person booking (“guest” or “you” in the following) acknowledges that they have read, understood and agree to be legally bound by the following terms & conditions.*

### **Retreat Bookings, Deposits & Payments:**

1. To secure your booking for any AWS Retreat the agreed deposit of 900 USD per person (or full payment; depending on time of booking; see 2.) must be made and received by AWS. After a 7-day-period the deposit becomes non-refundable. Confirmation of your booking will be made in writing by AWS after agreed payment has been received.
2. The full amount of the retreat package price is due 65 days prior to the retreat start date: If a booking has been made by deposit the remaining amount of the retreat package price (as stated in the booking confirmation) will be due 65 days prior to the retreat start date. For bookings made less than 65 days prior to your retreat start date, the retreat package price payment is required in full to secure your booking.
3. If the full amount of the retreat package price has not been received by AWS 65 days prior to retreat start date, guests will forfeit their place for the retreat and loose the deposit.
4. Retreat payments will be accepted in US Dollars. Any bank charges, conversion charges, withholdings by customer’s bank are the responsibility of the customer and cannot be deducted from the agreed deposit and / or the agree retreat package price due to AWS.

### **Cancellations & Refunds:**

5. All guest cancellations must be received in writing via email to [hello@awakesiargao.com](mailto:hello@awakesiargao.com). If a guest cancels less than 65 days prior to their retreat start date, their payment is forfeited in full.
6. Guests can request to transfer their retreat booking to another AWS retreat within 12 months based on availability. Requests need to be made in writing to [hello@awakesiargao.com](mailto:hello@awakesiargao.com). It is AWS' sole decision whether to comply with the request.
7. Any AWS reservation is fully transferable to another person over the age of 18, for the same date and same retreat package. Reservations for the package



“Get me a roommate” are only transferable to another person over the age of 18 and with same gender as initial guest. Any changes regarding the attending guest must be received at least 30 days prior to the retreat start date in writing by email to [hello@awakesiargao.com](mailto:hello@awakesiargao.com). It is to AWS' discretion whether to comply to the request.

8. **AWS reserves the right to cancel any retreat if guest uptake is insufficient.** This policy is in place to ensure that guests receive the full “Awake Siargao Retreat Experience” and are not only accompanied by very few other guests. If AWS cancels a retreat, net total of money paid for the retreat package will be refunded. AWS is not responsible for expenses incurred in preparation for any cancelled trips, such as airline tickets, or for costs incurred due to travel delays, flight cancellation or illness.
9. **AWS may also cancel a retreat due to unforeseen circumstances,** natural disasters or any other event beyond AWS' control that may jeopardize the safety of the group. If a retreat is cancelled, guests may choose to reschedule to another retreat within 12 months (based on availability). AWS is not responsible for any incidental expenses that may have been incurred as a result of booking airline tickets, connecting flights, or additional travel related items.
10. AWS does **not advise guests to book any flights until they are contacted** with instructions to do so (ideally no sooner than 60 days prior to the retreat starting date).
11. AWS offers no refunds for cancellations or any change to bookings by guests for any reason, including injury, personal emergencies, and political actions less than 65 days prior to their retreat start date.
12. Guests can be asked to leave any AWS retreat without refund if guest displays inappropriate behavior (such as, not limited to: violence, racism, alcohol or drug abuse, harassment of other guests etc.) or does things that are incompatible with the safety, comfort, or convenience of other retreat guests. The decision-making in this regard shall be at AWS' discretion and AWS reserves the right to involve local law enforcement.

#### **Insurance:**

13. To join the retreat, all guests must obtain **travel insurance** that covers the individual for all **medical treatments** while traveling abroad including all medical treatments related to all retreat and non-retreat activities guests chooses to participate in (such as surfing, yoga, fitness, scooter riding etc.). Proof of insurance will be required prior to participation.



14. All retreat guests are required to review, accept and sign **the AWS Liability Waiver Agreement** prior to the beginning of a retreat. Altering the Liability Waiver Agreement could result in expulsion from a retreat at your own expense.
15. To join the retreat, all guests must obtain a **trip cancellation insurance** which covers the individual or company, in this case AWS, if a retreat is cancelled by either party. AWS is not liable for any expenses related to retreat cancellations as stated in these terms & conditions.

#### **Changes of Retreat Itinerary:**

16. AWS anticipates no changes to published retreat itineraries before or during the retreat. AWS will make every effort to ensure all itineraries are accurate. If AWS makes a major change to the retreat itinerary for any reason, guests will be informed as soon as practical. Guests may not make any claims for compensation due to changes of timing, order or contents of the itinerary.
17. No refunds or compensations apply for unused portions or services of the specific retreat schedule. Unused included retreat services cannot be compensated in any way. Exceptions will be at AWS' sole discretion.

#### **Exclusions & Optional Services:**

18. The retreat price does not include the following items (unless noted in the itinerary): Air fares, pre or post retreat activities, room upgrades, meals outside of the retreat program, alcoholic beverages, hotel incidentals and optional services.
19. It is the guest's responsibility to ensure settlement of any charges made by a hotel or accommodation (ID and validation of a credit card upon check in is required) for extra services ordered directly by you such as room service, mini bar, laundry, and communication charges such as telephone, fax, email or items of a personal nature.
20. Based on convenience and availability, AWS might offer additional optional services during a retreat. Bookings for additional services can be made upon check-in for additional fees as stated on AWS' price list.

#### **Inclusions:**

21. Inclusions include accommodation as noted in booking confirmation, meals as specified in retreat schedule, transfers (if stated), and activities noted in the itinerary (where applicable).



**Minimum age:**

22. Guests must be at least eighteen (18) years of age at the time of the retreat to attend.

**Conduct and medical advisories:**

23. To participate in any AWS retreat, a reasonable level of fitness is required to take part in all retreat activities. Guests need to have the capacity to participate without any assistance. You warrant that you are emotionally, medically and physically able to participate in the retreat.
24. If you have any medical, emotional, physical or other condition including disabilities that could create a risk to you, to your health or to other members of the retreat, AWS requires notice prior to booking.
25. AWS reserves the right to decline your application for booking or to remove you from a retreat, at your expense, if your conduct is deemed incompatible with the group or your health condition or mobility may risk and impact your safety, health or full participation or that of other retreat guests.
26. AWS does not provide medical emergency personnel at its retreats. Should a guest require or request medical attention during their retreat, such attention will be provided by locally available health care officials and at locally available facilities. In such events, AWS is not liable for any direct or indirect costs, losses or expenses incurred nor for the quality of medical care or medical services rendered. If you have an emergency that AWS deems necessitates medical treatment, you authorize AWS to contact emergency medical providers for you.
27. You are requested to familiarize yourself with any health requirements specific to the country being visited. It is highly recommended that you check and get advice from a medical practitioner and/or their local health authority or Consulate for the latest health requirements (i.e. precautions, vaccinations, etc.) applicable for the travel destination.
28. You are expected to comply with the laws, customs, foreign exchange and drug regulations of the country visited.

**Responsibility:**

29. AWS is acting only in the capacity of an agent in all matters regarding all retreats. Whilst AWS takes all reasonable care to select excellent quality service providers, these services are not provided by AWS but by airlines, hoteliers, transportation companies, travel agents and other service providers which are not under our control. All coupons, vouchers, receipts and tickets issued by the airlines, hoteliers and transportation companies, travel agents and



other service providers are issued subject to the terms and conditions of liability contained in those documents, which may limit or exclude liability for death, personal injury, delay, and loss of or damage to baggage and are subject to the laws of the country where the services are provided.

30. AWS assumes no liability for any acts or omissions of any supplier including, without limitation, those involving failure to deliver or partial or inadequate delivery of services, overbooking or downgrading of services, cancellation of tours, schedule changes, re-routings, delay, theft, damage to or loss of baggage, property damage, accidents, death, sickness or injuries to persons regardless of cause, or other unforeseen events caused in connection with those service providers, their employees, agents, servants or representatives, whether or not any retreat sold, services tendered or transportation provided is arranged through AWS.
31. AWS does not accept any liability caused directly or indirectly by force majeure or other events beyond AWS' control, including war or threat/acts of war, acts of government, acts of terrorism, fire, strikes or other labor activities, civil unrest, insurrection or revolt, quarantines, floods, weather conditions, natural disasters, incidents at sea, accidents or failure of mechanical equipment, mechanical or other failure of aircraft or other means of transportation, or for failure of any transportation mechanism to arrive or depart on time or other disturbances of any kind which cancel, interfere with, or add cost to the services requested.
32. There are certain inherent risks in travel and at times there may be inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Guests assume all such risks with regard to these possibilities. AWS is not liable for any negligent or wilful act of any such person or entity or of any third person.

**Waiver:**

33. While AWS will be following necessary standards and taking necessary precautions, some of the retreat activities such as surfing may involve inherent risks. By submitting the booking form, you agree to take part in all retreat activities at your own risk. AWS, the retreat hosts or guides will not be liable for any accident, injury, death, property damage or loss in relation to such activities.
34. Should you choose to participate in activities outside the AWS retreat schedule, including but not limited to fishing, surfing, boating, bike and motorbike riding or snorkeling, you do so at your own risk. If you choose to join AWS hosts, AWS personnel or retreat guides for any activities in your free time outside the retreat itinerary, you do so at your own risk. AWS, the retreat hosts or guides will not be liable for any accident, injury, death, property damage or loss in relation to such activities.



**Complaints:**

35. If you have any complaint about the retreat before, during, or after your retreat, you must make it known at the earliest opportunity to your AWS host who will endeavor to resolve all reasonable complaints at the time. If at the end of the retreat you feel your complaint has not been properly dealt with, you must notify AWS in writing within thirty (30) days of the end of your retreat.

**Privacy/Personal information:**

36. For the purposes of the event, AWS may be collecting and storing some personal information of their retreat guests, such as full name, date of birth, biometrics, equipment sizes, bank account details etc. By making a booking with AWS guests consent to such information being saved and stored in AWS' records.

**Photo Agreement & Marketing Purposes:**

37. Guests may be photographed and/or filmed during their retreat and such photos/videos may be used by AWS for marketing/promotion purposes without the requirement of any further permission from the guests. Further, if guests use or publish any of those pictures / videos / contents (or any other pictures / videos / contents taken during the event) they must provide adequate credit to AWS.

**Tax deductions:**

38. All retreat package prices and therefore deposit, part or full payments collected by AWS will include 12% VAT to comply with local tax laws.

**Changes to terms & conditions:**

39. These terms and conditions may be changed by AWS at any time without notice. The current terms and conditions apply to all retreats.