INTELLIGENT LIFE



## Healing Relationships

MEXICO TRIP 2023 - TERMS & CONDITIONS

Please read the following important terms and conditions before you book your place on our programme and check that they contain everything you want and nothing that you are not willing to agree to.

Summary of some of your key rights:

The Consumer Rights Act 2015 says:

- you may be entitled to a refund of some of the money you have paid us if we fail to provide our services with reasonable care and skill;
- if a price hasn't been agreed upfront, what you're asked to pay must be reasonable;
- if the timings for any part of the services haven't been agreed upfront, the relevant services must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 0808 223 1133.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below, which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'we', 'us' or 'our' means Intelligent Life Limited; and
- 'you' or 'your' means the person buying services from us.

If you have any questions about this contract or your participation in our programme, please email us at <u>welcome@intelligent.life</u>.

Who are we?

We are Intelligent Life Limited, a company registered in England and Wales with company number 10361334.

Our registered office is at 4 Riverview, Walnut Tree Close, Guildford, Surrey, GU1 4UX.

- 1. Bookings
- 1.1. Below, we set out how a legally binding contract between you and us is made.
- 1.2. Any quotation given by us before you make a booking is not a binding offer by us to provide you with our services.
- 1.3. If you sign our booking form, you are offering to buy our services in accordance with this contract.

INTELLIGENT LIFE LTD. COMPANY NO. 10361334

- 1.4. When you return the signed booking form to us, we may acknowledge this by email or in another way. This acknowledgement does not, however, mean that your booking has been accepted by us.
- 1.5. We may contact you to say that we do not accept your order. This is typically for the following reasons:
  - (a) we cannot carry out the services (for example, due to staff shortages);
  - (b) we cannot authorise your payment; or
  - (c) there has been a mistake on the pricing or description of the services.
- 1.6. We will only accept your booking when we email you to confirm this (Confirmation Email). At this point:
  - (a) a legally binding contract will be in place between you and us; and
  - (b) we will start to carry out the services in the way you and we have agreed.
- 1.7. If you are under the age of 18, you may not buy any services from us.
- 2. Travel and cancellation insurance
- 2.1. If you haven't already, then as soon as possible after receiving the Confirmation Email, you must take out adequate insurance cover in respect of:
  - (a) travel to, from and within Mexico;
  - (b) cancellation or curtailment of the programme or any part of it (or your participation in it);
  - (c) medical care, including in relation to Covid-19;
  - (d) repatriation costs;
  - (e) death, personal injury and illness; and
  - (f) loss of or damage to property;

in each case, as is appropriate for the travel programme and the activities you will be involved in. You must ensure your insurance policy does not exclude or limit cover in cases of pandemics/epidemics or for the types of activities or location included in the programme.

- 2.2. You must ensure your insurance covers you for the duration of the trip and for at least7 days beyond the expected return date.
- 2.3. We reserve the right to stop you from participating in any part of the programme if you are not adequately insured. If this happens, we will not refund any part of the programme price and we will have no liability to you in connection with this.
- 3. Requirements for participation
- 3.1. In order to participate in the programme, you must comply with the requirements set out in clause 3.2 below. We reserve the right to stop you from participating in any part of the programme if, in our reasonable opinion, you do not comply with any of these requirements. Again, if this happens, we will not refund any part of the programme price and we will have no liability to you in connection with this.

INTELLIGENT LIFE LTD. COMPANY NO. 10361334 +44 (0)20 8133 7990 welcome@intelligent.life www.intelligent.life

- 3.2. The requirements are:
  - (a) you must be in possession of a valid passport with at least 6 months' unexpired validity and any visa required for you to participate in the programme;
  - (b) you must abide by the given diet during the programme (we will have a range of options available to cater for allergies and general eating preferences, but cannot provide separate meal plans outside of this);
  - (c) you must not consume any alcohol, tobacco or recreational drugs during the programme itself (and we cannot accept regular drug users on the programme);
  - (d) you must be willing and able to participate in all the activities, therapies and exercises over the entire programme;
  - (e) you must demonstrate responsible thinking, speech and behaviours for yourself, the other participants and people involved in the programme.
- 3.3. If you are refused entry into Mexico, for whatever reason, your participation in the programme will be cancelled and we will not refund any part of the programme price to you unless we are legally required to do so.
- 4. What's not included
- 4.1. Please note that the following are not included within the price you pay for the programme (and you will therefore need to pay extra for them, where appropriate):
  - (a) your insurance;
  - (b) international flights to and from Mexico;
  - (c) any travel outside the start and end times of the programme;
  - (d) food, snacks and drinks outside of our designated meal times;
  - (e) any other personal purchases you wish to make; and
  - (f) anything else that we have not expressly told you is included within the price.
- 5. Our responsibilities when providing our services
- 5.1. Our carrying out of the services might be affected by events beyond our reasonable control. We will not be liable to you for any failure or delay in providing the programme or any part of it that is caused by an event beyond our reasonable control. Examples of events which might be beyond our reasonable control include:
  - (a) other suppliers involved in the delivery of the activities during the programme not providing their services as agreed; or
  - (b) poor weather conditions.
- 5.2. If there are any problems with the services we have provided to you, please contact us at <u>welcome@intelligent.life</u>.
- 5.3. Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

## 6. Charges

Information about our charges and how and when you will have to pay them is set out in our official Intelligent Life brochure. We can give you a copy of this if you email us at welcome@intelligent.life.

- 7. Cancellation by us
- 7.1. We reserve the right to cancel the programme under this clause 7.
- 7.2. Due to the nature of the programme, we reserve the right to cancel if minimum participant numbers are not met up to 20 days before the scheduled commencement date of the programme.
- 7.3. We have the right to cancel the programme at any time before the commencement of the programme in the event of unavoidable or extraordinary circumstances.
- 7.4. In the event that we cancel the programme under this clause 7 (or under any other right we have), we will:
  - (a) notify you without undue delay;
  - (b) refund you in full for the price you have paid for the programme;
  - (c) not be liable to you for any additional compensation.
- 7.5. Please note that the Mexico 2023 trip is intended as a 'one-off' programme for the time being and therefore, if we cancel the programme, we will not be able to offer you an alternative programme.
- 7.6. We may be forced by unavoidable or extraordinary circumstances to change or terminate the programme after, or on, the scheduled commencement date but before the scheduled end of your time away. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result. Please ensure you have adequate travel insurance in place to cover any such eventuality, in accordance with clause 2 above.
- 8. Cancellation by you
- 8.1. You may cancel your participation in the programme at any time before its scheduled commencement date by informing us in writing (including by email). If you cancel in this way, you may be required to pay cancellation charges under this clause 8.
- 8.2. If you give us your cancellation notice at least 90 days before the scheduled commencement date for the programme, we will try to replace you on the programme with someone from our waiting list. If we are successful in doing this, we will refund 94% of the price you have paid us for the programme (the balance of 6% covers administration costs).
- 8.3. If we are not successful in filling your place, we will refund:
  - (a) 50% of the price you have paid us for the programme, if you give us your cancellation notice between 60 and 89 days before the scheduled commencement date for the programme;

- (b) 25% of the price you have paid us for the programme, if you give us your cancellation notice between 32 and 59 days before the scheduled commencement date for the programme;
- (c) 0% of the price you have paid us for the programme, if you give us your cancellation notice less than 31 days before the scheduled commencement date for the programme.
- 9. Covid-19 (and other pandemic or epidemics)
- 9.1. Neither we nor you will have any liability under this contract (or be deemed to be in breach of it) due to any failure to comply with our respective obligations due to a pandemic or epidemic (including but not limited to Covid-19).
- 9.2. You agree that you will comply with all national and local government travel requirements, both in your country of departure and Mexico, in relation to any pandemic or epidemic (including but not limited to Covid-19).
- 9.3. If any person involved in the programme has symptoms consistent with, or tests positive for, any pandemic/epidemic during the programme, it may be necessary for us to make changes to the programme. This may include changing the itinerary, moving travel dates forward or back, rearranging sleeping and/or dining arrangements and cancelling or curtailing excursions or activities. It may also be necessary to isolate the person who has tested positive or who is showing symptoms.
- 9.4. If your travel or participation in the programme (or any part of it) is not possible due to the impact of a pandemic/epidemic, either party (i.e. we or you) will be entitled to cancel your participation in the programme by giving written notice to the other party, in which case refunds will work in the way set out in clauses 7 and 8 above.
- 10. Changes to the schedule
- 10.1. We will try to stick to our schedule. However, changes to the itinerary may need to be made in the interests of safety, due to unexpected weather conditions, or for other reasons associated with foreign travel.
- 10.2. We reserve the right, at our discretion, to alter the schedule, or to omit any part of it, at any time as a result of circumstances beyond our reasonable control. It may not always be possible to give you notice for any such alterations or omissions.
- 10.3. If we notify you of changes to the itinerary before the scheduled commencement date of the programme, the cancellation rules in clauses 7 and 8 above will apply. If we notify you of changes to the itinerary after the scheduled commencement date of the programme, you will not be entitled to cancel your booking.
- 10.4. If we do alter the schedule or omit any part of the programme, then (we will not make any refund of any part of the programme price and we will have no liability to you for any losses, damages, expenses or other costs incurred by you arising directly or indirectly from any such alteration or omission.
- 11. End of the contract

If this contract is ended, it will not affect our right to receive any money which you owe to us under this contract.

INTELLIGENT LIFE LTD. COMPANY NO. 10361334 +44 (0)20 8133 7990 welcome@intelligent.life www.intelligent.life

- 12. Limitation on our liability
- 12.1. Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
  - (a) losses that were not foreseeable to you and us when the contract was formed;
  - (b) losses that were not caused by any breach on our part;
  - (c) business losses; or
  - (d) losses to non-consumers.
- 12.2. Except where the law prevents us from imposing a limit, the maximum amount we will owe you in connection with this contract (whether for breaching this contract, or in relation to anything we have told you, or where we fail to comply with any duty we have, or otherwise) will be limited to a full refund of the price you have paid us.
- 12.3. We will not accept responsibility for any expenses incurred by you or your booking agent in preparation for the programme including (without limitation) the cost of any non-refundable or penalty carrying airline tickets, medical expenses, purchase of special clothing, visa or passport fees or any other programme related expenses.
- 13. Your privacy and personal information
- 13.1. Our Privacy Policy is available at <u>https://www.intelligent.life/privacy-policy</u>.
- 13.2. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us if you have a query or complaint about the use of your personal information.
- 14. Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

- 15. Disputes
- 15.1. We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible at welcome@intelligent.life.
- 15.2. This contract is governed by the laws of England and Wales
- 15.3. The courts of England and Wales have exclusive jurisdiction in respect of any dispute or claims arising out of or in connection with this contract.