

MR Creative

Booking Terms & Conditions

These Booking Terms and Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with MR Creative Limited, whose registered office is at 8 High Street, Brentwood, Essex CM14 4AB Company No: 10703540 ("we" or "us"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of information in accordance with our Privacy Policy;
- c. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are 18 years of age or over;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking and Paying for your Arrangements

A booking is made with us when you pay us a deposit (or full payment if you are booking within 70 days of departure) and we issue you with a booking confirmation. We reserve the right to return your payment and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation, which will confirm the details of your booking and will be sent to you.

Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 70 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 8 below will become payable. We do not send out balance reminders therefore please be aware of the date your balance payment is due.

All monies you pay to Glenville Nutrition are held by them, as our agent and on our behalf at all times.

2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

3. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. Although we are not a flight-provider we would recommend that your insurance cover includes airline failure.

4. Pricing

The price of your travel arrangements has been calculated using exchange rates quoted in the "XE.com" of 10th October 2017 in relation to the following currencies: euros to sterling.

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed holidays is subject at all times to variations in:

- (i) dues, taxes or fees chargeable for services; or
- (ii) the exchange rates used to calculate your arrangements.

Such variations could include but are not limited to cost changes which are part of our contracts with transport providers and any other suppliers.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the date we notify you of the increase.

Should the price of your arrangements go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed arrangements within 30 days of your departure nor will refunds be paid during this period.

5. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

6. Cutting Your Holiday Short

If you are forced to return home early, we cannot refund the cost of any travel arrangements you have not

used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. Changes by You

If you wish to change any part of your booked arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Furthermore, where you have made a booking on the basis of double/shared occupancy but subsequently change your booking so that the room will only be used by one person, you may be liable to pay a single person supplement. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

Transfer of Booking: If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 20 days before departure and you pay an amendment fee of £50 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

8. If You Cancel

If you or any member of your party decides to cancel your confirmed booking you must notify us or Glenville (where you have booked through them) in writing. Your notice of cancellation will only take effect when it is received in writing by us, via e-mail to retreats@mrcreativetravel.com; please also follow up with a phone call to 07931354129 to ensure receipt of the cancellation email you have sent. We recommend that you use recorded delivery. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding insurance premiums and amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling:

Period before departure within which notice of Cancellation by you is received	Amount of cancellation charge
More than 70 days prior to departure	loss of deposit
69 to 61 days prior to departure	50% of total holiday cost
60 to 31 days prior to departure	75% of total holiday cost

Less than 31 days prior to departure	100% of total holiday cost

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

We will deduct the cancellation charge(s) from any monies you have already paid to us.

9. If We Change or Cancel

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your holiday, we will make reasonable efforts to inform you or Glenville Nutrition as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of minor changes include alteration of the start or end of your retreats by less than 12 hours, changes of accommodation to another of the same or higher standard, etc.

Occasionally we may have to make a major change to your confirmed arrangements. "Examples of "major changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements of twelve or more hours.
- A significant change to your itinerary, missing out one or more destination entirely.

Please note that a change to any of the speakers at the event, provided as part of your arrangements, will not constitute a 'major change' for the purposes of this clause.

Cancellation: We will not cancel your travel arrangements less than 31 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. A minimum number of attendees is required in order for our retreats to go ahead. Where the minimum number required for the retreat is not met, we may cancel your booking and you will be informed of this as soon as practicable. In these circumstances, you will not be entitled to compensation but we shall offer an alternative retreat where possible or provide you with a full refund.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for major changes) accepting the changed arrangements;
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

Compensation

If we cancel or make a major change less than 31 days before departure, we will pay compensation as detailed below. The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure within which notice of Cancellation or major change is notified to you	Compensation payable per person booking
31 days or more	Nil
30 - 15 days prior to departure	£10
14 - 7 days prior to departure	£20
Less than 7 days prior to departure	£40

IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- where we make a minor change;
- where we make a major change or cancel your arrangements more than 31 days before departure;
- where we have to cancel your arrangements as a result of your failure to make full payment on time;
- where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- where we are forced to cancel or change your arrangements due to Force Majeure (see clause 10).

Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

10. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

11. Special Requests

Any special requests such as dietary requirements must be advised to us at the time of booking. We will advise, to the best of our capability, as to whether or not your request can be accommodated. You should also confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special

request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

Dietary Requirements

You must inform us of any dietary requirements you may have including special diets or allergies at the time of booking. We will try to accommodate your specific dietary requirements to the best of our ability but we cannot make any guarantees. If you fail to advise us of your dietary requirements at the time of booking, we may not be able to accommodate you. If you chose to cancel for this reason, this will be treated as a cancellation by you and the charges set out in Clause 8 shall apply.

12. Disabilities and Medical Problems

We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your trip, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the holiday. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

13. Complaints

We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us on retreats@mrcreativetravel.com. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at MR Creative, [insert] or by e-mail to [insert] within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we do not offer an Alternative Dispute Resolution. You can however access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

14. Our Liability

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers negligently perform or arrange the services which we are obliged to provide for you under our contract with you, as set out on your confirmation invoice, we will pay you reasonable compensation. The level of such compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the act(s) and/or omission(s) of the person(s) affected; or
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel

i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us..

ii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the hotelier or other suppliers for the complaint or claim in question.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our marketing material. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

15. Your Behaviour

All of our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. 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 of our other guests or any third party or damage to property we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to accommodation provider or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result 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.

16. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are taking part in your trip are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

17. Your Financial Protection

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for your chosen arrangements. For these purposes, we protect money that you have paid us in relation to package holidays, via a financial failure insurance policy held with CBL insurance provided by Europe DAC, 13 Fitzwilliam Street, Upper Dublin 2, Ireland www.cblinsurance.com .

18. Passport, Visa and Immigration Requirements and Health Formalities

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.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

For European holidays you should obtain a completed and issued form EHIC prior to departure.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

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.

19. Conditions of Suppliers.

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

20. Prompt Assistance in Resort

If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own arrangements.

21. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure (see clause 10). We therefore advise you to check the Foreign Office Website before you travel.