

# Yasmin Hill Resort Terms & Conditions



# User Agreement

Access to and use of this online booking system is conditional based on your acceptance of the terms and conditions outlined here. Please read the following terms and conditions closely before using our website. Should you do not agree with any part of these terms and conditions, you may not use this website. Any use of the online booking system, or written communication with YASMIN HILL RESORT for the purposes of travel arrangements, confirms that you are aged 18 or over and that you have read and fully accept these terms and conditions. These terms and conditions have been compiled to protect all parties.

Any registration or booking is subject to GDPR which are noted on our websites.

# Retreat registration and cancellation policy

#### **Registration for retreats**

To secure your registration for the selected retreat/course (hereafter referred to as retreat), a deposit equivalent to the room rate is required and is due no later than 90 days prior to the retreat start date. If you register closer to the retreat date, the deposit is due in full upon registration.

Retreat Price does NOT include: Airfare, airport shuttle to/from YASMIN HILL RESORT, spa or rejuvenation treatments (if not included in the retreat details), optional excursions, tips, alcoholic beverages, any food or drink not included in package, passports or visas, any items of a personal nature or any other expenses not expressly described in the retreat detail.

#### **Cancellation policy**

Due to the unique nature of retreats and that we must guarantee a block of rooms to the retreat center, we are unable to offer any refunds or credits if you cancel your retreat participation less then 90 days (high season) or 60 days (low season) prior to retreat start date

We highly recommend that you purchase travel insurance to cover any possible cancellations due to any and all unforeseen circumstances or events that fall outside of our control, including contracting COVID-19.

Exception: In the event of cancellation by Retreat organizer or YASMIN HILL RESORT, you will be issued a full refund.

Before purchasing tickets, please check that the minimum capacity of the retreat is met and that nothing prevents the retreat from taking place. Completion/cancellation of the retreat may occur up to 60 days prior to departure.

Any payment (including your deposit) for the retreat constitutes acceptance of our Terms and Conditions as outlined below:

#### Terms and conditions

Retreat organizer shall not be held liable or responsible for any expenses, including but not limited to lodging, meals or transportation incurred by delays, weather, or any other unforeseen circumstances or events that fall outside of our control.

Retreat participants assume all risks associated with their trip, and agree that Retreat organizer, their assistants and guest teachers will not be held liable or responsible for any personal injury, illness, death, delay, loss, or damage to personal property or health.

Participants understand the risks of international travel, including the possibility of contracting COVID-19, and agree to consult a heal-th care provider or travel nurse regarding travel plans.

It is our intention to ensure that all participants have a safe and positive retreat experience. Retreat organizers, in their sole discretion, reserve the right to remove any guest from the retreat if that person behaves in a manner that is unreasonable or disruptive to the well-being of other guests, Retreat organizers, YASMIN HILL RESORT staff, or any person related or unrelated to the implementation of the event. No refunds will be issued under such circumstances.

If retreat participants choose to make other meal arrangements, not participate in any part of the group itinerary or retreat program, or leave the retreat early, no refunds will be issued.

# **Overall Terms & Conditions**

#### **Booking Conditions**

Yasmin Hill Resort website is owned and operated by YASMIN HILL CZ, s. r. o.

Customers are responsible for reading the terms and conditions including booking conditions which are available at www.galavillaspa. com/terms-and-conditions. You consent to adhere to the terms or conditions of purchase imposed by YASMIN HILL CZ, s. r. o. with whom you have selected to deal. You understand that any violation of any such conditions of purchase may result in cancellation of your reservations or purchases, in your being denied access to the hotel, in your forfeiting any monies paid for such reservations or purchases, and YASMIN HILL CZ, s. r. o. debiting your account for any costs we incur as a result of such violation. You will be held fully responsible for all charges, fees, duties, taxes, and assessments arising out of your use of this website, and, without limitation, you will be responsible for all charges, fees, duties, taxes, and assessments arising out of transactions performed by others on your behalf, whether or not such uses were performed with your consent.

With respect to hotel reservations and ground arrangements made directly through this website, your reservation will be confirmed once you have sent an on-line confirmation, provided your credit card details, and paid the total amount due in full OR any required deposits and when we acknowledge receipt of your full payment OR deposit. In some cases an initial non-refundable deposit may be charged.

### **Booking Confirmation**

If the booking is carried out through the internet payment gateway.

Please do not reply to the automatically generated booking confirmation e-mail you received. Should you wish to contact us about your reservation, please email us on info@galavillaspa.com with your booking reference number, including your name and your travel dates. may also call us on +94 814953026 or +94 776091624 (24Hours &365days a year).

# **Cancellation Policy for Bookings out of the retreat program**

Any kind of cancellation hotel will be charged 50% of the entire stay. Failure to arrive at the hotel is subject to a 50% no show fee taken from the entire stay amount.

### Responsibility

We will only accept liability for incidents arising as a direct result of our proven negligence, or that of our suppliers, in respect of arrangements forming part of your holiday itinerary, in cases where all your holiday accommodation and transfers are arranged by us for the entire duration of your stay. This applies to illness, injury and/or death.

YASMIN HILL CZ, s. r. o. cannot be held responsible for the failure of any component of the holiday for which we do not assume direct responsibility. This includes any difficulty in finding hotels if customers choose to arrange their own transport.

There are circumstances where it is impossible to meet the terms of the contract as a result of war, the threat of war, riot, civil strife, an industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions and all similar events outside our control. In these circumstances we shall not be liable for compensation where we are forced to cancel, delay, curtail or change your reservation in any way or where our ability to meet the terms of the contract is affected or prevented.

We assume no responsibility for any loss, damage to baggage, property or for injury, illness or death or for any damages or claims, arising directly or indirectly from accidents, loss or damage to person or property, delays, transport failures, strikes, war, force majeure, Acts of God etc. or any other loss arising from or pursuant to Your Travel Arrangements.

We accept responsibility to ensure the holidays which you book with us are supplied as described and that the services we are contractually obliged to provide are delivered to a reasonable standard.

There may be instances where alternative accommodation or services may need to be provided, in such instances we will ensure this is of a similar or superior standard.

#### **Breakages and Damages**

You will be responsible for any breakages, losses or damage caused by you or a member of your party during your stay at the accommodation. It is your responsibility to put right damage or to make full payment to the hotel before departure and to indemnify us against any losses, damages or claims made against us.

#### **Behaviour**

You are responsible for compliance with all relevant regulations governing carriage by air or any other mode of transport and your holiday stay. If in the opinion of our suppliers/service providers and/or guide representative your behavior is disruptive or causing distress, injury or danger to other clients, our staff or any other third party, your reservation may be terminated and we shall not be responsible for any costs or claims incurred.

#### Severability

If any of these Booking Conditions are invalid or unenforceable then subject to law, all other provisions of these Booking Conditions shall be and continue to be valid and enforceable.

#### **Arbitration**

When your booking is confirmed with us, a contract between YASMIN HILL CZ, s. r. o. and / or you is constituted. This contract and these Booking Terms and Conditions shall be governed in all respects by the laws The Czech Republic.

#### **Complaints**

We would prefer to resolve amicably any reasonable complaint we receive relating to the standard of service or accommodation arrangements.

If your complaint cannot be resolved locally you must follow this up by writing a formal complaint letter to us within 1 day of your departure incorporating all other relevant information. It is a condition of this agreement that you communicate any problem relating to the standard of service or accommodation arrangements to the relevant authority at the YASMIN HILL RESORT you will be staying at. If still not resolved, then this must be followed up by a written complaint. If you fail to follow this simple procedure, we cannot accept responsibility since we will have been deprived of the opportunity to investigate and rectify the matter.

Please mail your concerns to info@galavillaspa.com

#### **Exclusion of liability**

YASMIN HILL CZ, s. r. o. does not guarantee that all information available is free of errors or omissions however we will use all reasonable endeavors to correct any errors or omissions once notified of them. Our opinions are our own. Whilst we rigorously strive for accuracy, these opinions are necessarily subjective to some degree.

All recommendations, opinions expressed and prices regarding properties and/or destinations displayed are provided for guidance only. As the user, you agree that the use of, or reliance upon, any of the content of the YASMIN HILL RESORT, and in particular any content recommending any hotel, product or service, is done entirely at your own risk.

Our website may contain links to websites operated by parties other than the YASMIN HILL CZ, s. r. o. These links are provided to you for your reference and convenience only. We do not own or control the content of such websites and are not responsible for their content or your use of them.

We have endeavored to portray and describe our hotel and/or service as best we can and also to provide the most up to date information through our website and other communications with you to the best of our knowledge.

We cannot be held liable for any discrepancies or differences that might arise between the content of our website (text, images etc), and any other 3rd party websites.

# Information provided by you

All information provided by you should be true and accurate. We will treat it confidentially and not forward it to any third party. We have a strict anti-fraud policy and take responsible steps to protect personal information such as credit card details.

#### **Electronic Communication**

You communicate with us electronically whenever you visit our website or send e-mails to us. You consent to receiving communications from us electronically and by fax. You agree that all notices, disclosures, agreements and other communications that we provide to you electronically or by fax satisfy any legal requirements that communications be carried out in writing.

YASMIN HILL RESORT accepts no liability for any virus or any other type of electronic bug which may be transferred through the site. Under no circumstance will we be held liable for any loss or damage caused by a user's reliance on information obtained through this site.

### Copyright

The copyright and all other Intellectual Property rights on of the material on this website are owned by YASMIN HILL CZ, s. r. o. Copying of any part for commercial or business use is strictly prohibited.

# **Governing Law and Jurisdiction**

These terms and conditions are subject to the Laws and the Jurisdiction of The Czech Republic.

#### Validity

The above terms and condition are valid from 1st August 2024.