

## **Terms & conditions, the Happy Hamlet**

01/01/2018

Our services are tailored for each retreat (or package) uniquely and for this reason we apply the following special terms and conditions in our services. Retreat specific terms and conditions are delivered with the reservation confirmation and invoice. By paying the reservation fee a customer (or a group) accepts the retreat specific terms and conditions.

### **Reservation and Contract**

A reservation is made with us when we have received your written reservation and the required deposit payment (due 14 days after the reservation).

Reservation fee is, unless otherwise specified in the package specific terms and conditions, 500 EUR per person, and is due 14 days from the reservation. The Happy Hamlet will provide bank details, reference number, and the exact due date. Payments are always made to the Happy Hamlet's following bank account:

Banque Populaire Occitane, France  
IBAN: FR76 1780 7000 3495 4219 1445 577

On receipt of your booking and deposit we will confirm your booking in writing within a week of the payment. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

Since the information available in printed material can be subject to changes after printing, differences between the digital and printed information may occur. In such case, the terms and conditions provided together with the reservation confirmation apply. By paying the reservation fee the customer accepts the possible above-mentioned changes.

### **When a reservation is made less than 60 days before the start date**

- The full payment is due 14 days from the booking confirmation.

### **When a reservation is made at least 60 days before the start date**

- The reservation fee is 500 EUR / person due 14 days from the booking confirmation.
- The balance of the cost is due not less than 45 days prior to the scheduled start date.

If these payment terms are not complied with, we reserve the right to terminate the contract without notice and treat your booking as cancelled by you in which case the cancellation charges set out in the paragraph below will apply. In addition to the cost of the package the Happy Hamlet does not charge service or other additional fees. The price includes only those services that have been identified in the package description.

## **Changes to the booking**

Name changes are permitted up to the day of arrival, and no separate charges apply unless the package includes name specific registrations, which will be mentioned in the retreat specific terms and conditions. The customer is responsible himself/herself for any airfare (or other travel fare) changes and costs incurred caused by these changes.

## **Cancelling a reservation**

Although we hope to be able to welcome everyone who has signed up for a retreat, we understand that unexpected changes in life may come up. Please note, if you are obliged to cancel, you may transfer your booking to a third party who satisfies the conditions required taking the specific retreat.

The Happy Hamlet has to be notified of a cancellation in written. The cancellation date is determined by the date when the Happy Hamlet is notified of the cancellation. We apply cancellation charges as stated below:

- When a reservation is cancelled up to 90 days before the scheduled start date, the reservation fee will be refunded in full except for a 50 € administration fee.
- When a reservation is cancelled 45 days before the scheduled start date, the customer is refunded the total cost less the reservation fee. If only a reservation fee has been paid the customer will not be refunded.
- When a reservation is cancelled 45-31 days before the scheduled start date the cancellation fee is 50% of the total cost of the package.
- When a reservation is cancelled 30-15 days before the scheduled start date the cancellation fee is 75% of the total cost of the package.
- When a reservation is cancelled later than 15 days before the scheduled start date, the full cost of the package is charged.

If the package includes concert or other tickets/services reserved and/or bought from a third party, the cancellation charges of these tickets/services are 100%. There is no reimbursement of cancelled or unused tickets.

## **Extenuating Circumstances**

In the event of cancellation due to unexpected death, serious illness or severe loss or damage of your property, that directly restricts your ability to travel, you are entitled to a full refund.

The Happy Hamlet has the right to charge a reasonable fee resulting from the cancellation to cover e.g. prepaid services. However, the Happy hamlet is not entitled to compensation for loss of profits. The customer must notify about a cancellation without delay to the Happy Hamlet and must demonstrate a reliable testimonial, such as a medical certificate, police report or an insurance company statement. The document(s) shall be submitted to the Happy Hamlet as soon as possible and no later than two weeks after the cancellation.

### **Cancellation or Changes by the Happy Hamlet**

The Happy Hamlet has the right to cancel a package if a minimum number of participants is not reached. The minimum number of participants varies by package and is communicated together with the reservation confirmation. Cancellation by the Happy Hamlet must be notified no later than 45 days before the start date. If the Happy Hamlet cancels a package, the customer will be refunded all payments in full.

If an instructor of a package becomes suddenly ill, injured, or is otherwise prevented from performing in his/her role as an expert/instructor, we reserve the right to use other English-speaking instructors. We also reserve the right to change the instructor in advance if in a forced situation, which does not justify a price reduction or cancellation without costs.

### **Force Majeure**

The Happy Hamlet will do its utmost to provide the arrangements that have been confirmed, but we must retain the right to modify or cancel any package, if unforeseen circumstances amounting to 'force majeure' arise. We shall not be liable for any claims, losses, damages, costs, expenses, delays or loss of enjoyment, of any nature or kind whatsoever, resulting from events beyond our or a supplier's reasonable control, including but not limited to acts of God, strikes, lockouts or other labor disputes or disruptions, wars, blockades, insurrections, riots, earthquakes, weather conditions, floods or acts or restraints imposed by Government authorities.

### **Our Liabilities**

We do not exclude or limit any liability to our clients, which may arise from proven negligence by any person employed directly by us or by our suppliers and subcontractors in respect of death, bodily injury or illness. Such liabilities shall be subject to French law and all proceedings shall be within the exclusive domain of the French courts. We accept responsibility for ensuring that all parts of the stay are supplied as described and that all services shall reach a reasonable standard.

### **Price Changes and Exchange Rates**

The Happy Hamlet reserves the right to change the prices even after a confirmed reservation based on: changes in exchange rates, changes in transportation costs independent of the Happy Hamlet (e.g. fuel), Government action such as increases in VAT or any other Government imposed increases, currency in relation to adverse exchange rate variations. If this means that you have to pay an increase of more than 10% of the price of the original package price, you may cancel and receive a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Prices are valid from the moment they are published, and they do not apply to prior reservations. The Happy Hamlet reserves the right to offer a campaign or additional benefits to customers at its discretion, but is not obligated to provide these offers or benefits to all customers.

Prices on our website and other promotional material are in Euros. In case prices are communicated in USD they are determined by the exchange rates published by the European Central Bank on the day communicated.

### **Groups**

If at least six (6) persons participate in the same package during the same period it is considered a group. The group leader acts as the client's contact person, unless otherwise agreed. Contact person has the right to agree arrangements for the group. There are group specific payment and cancellation policies that will be communicated to the contact person at the time of booking. Contact person is responsible for informing all members of the group of the terms and conditions and other matters agreed with the Happy Hamlet. Contact person is also responsible for providing correct name and other relevant information on the group members.

### **VAT**

The VAT is included in the prices according to the French Tax Administration and the legislation, and it is reported separately on the invoice.

### **Your responsibility as a customer**

All clients are personally responsible for ensuring that they have a valid passport, relevant visa/s and conform to the health regulations. The Happy hamlet is not liable for any damage or loss due to lack of travel documents, damaged passport or refusal of a visa. It is recommended to take copies of travel documents and keep them in a different place than the originals. We recommend leaving one set of copies at home.

The customer must provide the Happy Hamlet his/her address and telephone number, by which he or she can be reached also during the stay in the Happy Hamlet.

If the customer does not show up at the given start date, the Happy Hamlet has the right to cancel the customer's other services included in the package. A customer who separates from the group and does not use his/her accommodation, must inform the Happy Hamlet already when making a reservation, or latest immediately upon arrival. This customer is personally responsible for any (travel) arrangements caused by the separation. Unused services will not be refunded.

### **Travel Insurance, Baggage and Personal Items**

It is a condition of the contract with us that every participant has travel insurance in force for the entire duration of the stay covering at least the cancellation of the booking and providing medical cover for illness or injury, repatriation while overseas and loss of baggage. We will require you to let us have evidence of your insurance at least 45 days prior to the start date or at the time of booking if later. We reserve the right to terminate your booking if you fail to obtain travel insurance cover.

Baggage and personal items remain your responsibility and risk at all times. Please make sure you have adequate insurance throughout your whole travel and stay also for your items. The Happy Hamlet is not responsible for any damage of luggage during the stay.

### **Special requirements**

Our service is tailored to a high level and we do our best to meet your specific requirements.

If you have a special diet (celiac, vegetarian, or nut, fish, egg or other severe food allergy), please notify us in advance no later than two (2) weeks prior to the start date of the package. It is however advised to verify the contents of each meal. Unfortunately, we cannot take into consideration individual food preferences.

### **Customer feedback, Complaints & Arbitration**

Customer feedback can be sent to: The Happy Hamlet, Gary Lieu dit, 82190 Fauroux, France or e-mail to [hello@thehappyhamlet.com](mailto:hello@thehappyhamlet.com). Any lack in service must be notified immediately to a representative of the Happy Hamlet. We will always endeavor to resolve any complaints on the spot. However, if the matter cannot be resolved, you must write to the Happy Hamlet latest 30 days after the termination of your stay.

### **Internet**

The Happy Hamlet is not responsible for the content of external links on the official webpage.

### **Data Protection Statement**

Please be assured that we have measures in place to protect the personal booking information held by us. This information may be passed on to the relevant suppliers of the arrangements of your stay. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. Certain information may also be passed on to security or credit checking companies. We will only pass your information on to persons responsible for your arrangements connected directly with us. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

### **Happy Hamlet**

The service provider is SARL HAPPY HAMLET, Lieu dit Gary, 82190 Fauroux, France. Information as required by French Law: Share capital 5000 EUR. SIRET 818 368 383 00019. Greffe du Tribunal de Commerce de Montauban, France.