

## **Terms of Service for Exclusive Events at Villa Suncokret in 2023**

Terms & Conditions for Hosting an Exclusive Event at Villa Suncokret

Villa Suncokret is an affiliate of Suncokret Dream and is a registered under Croatian Law as a rental property under the name of its owner, Stipe Skender.

### **Group Package**

Unless otherwise agreed, the package for Exclusive Events at Villa Suncokret, or “Suncokret” shall include:

- Scheduled transport to / from the Stari Grad ferry port (Sundays at 16.30 and Saturdays at 10.45)
- Accommodation + 1 set of bed linens and bath towels are provided per person per week
- Access to all retreat facilities during the event
- Welcome tour of Suncokret property & the surrounding area
- Daily vegetarian breakfast buffet
- Daily vegetarian dinner buffet
- Scheduled daily outings to places of interest including towns and beaches
- 1 optional Sunset experience
- 1 optional packed lunch instead of 1 dinner (dinner on that day will take place in a restaurant and is paid for out of pocket).
- All local taxes for the above
- Any optional tours/services, as offered in the “Extra Activities and Services” PDF, or as otherwise agreed, which may be added to the Exclusive Event package at the listed prices.

NOT INCLUDED in the package are any additional costs or services, such as airfare, airport transfers, ferry costs, meals outside those listed in the package, etc.

### **Terms & Conditions for Hosting an Exclusive Event at Villa Suncokret:**

The Exclusive Events Organizer or “EEO” and their group members must familiarize themselves with the standard Participant Terms and Conditions when making the booking.

It is the responsibility of the EEO to ensure that the terms are read, understood and accepted by each member of the group prior to making payment.

A private booking link will be provided to your group, whereby each member can individually register and accept the Terms and Conditions of a stay at Suncokret.

### Retreat Concept

Suncokret offers an experience into a holistic way of life and foreign culture, which may be very different from your own.

In order to obtain the greatest benefit from this experience, we ask that you come with a positive outlook, a commitment to learn and, most importantly, a respectful attitude toward local customs, conditions and standards; teachers and/or retreat hosts; and their teaching techniques and service styles.

It is up to each individual to ensure that they fully acquaint themselves with and accept the retreat concept and conditions as presented on the Suncokret website prior to staying with us.

During the first few days of arrival, it is important to allow yourself time to adjust to your new environment. Changes in climate, food, time zones, and, of course, jet lag and lifestyle changes may result in frayed nerves and a vulnerable emotional state.

Therefore, it is extremely important that you embark on this journey with a sense of adventure, and are prepared for the unexpected and for possible inconveniences. Patience and a good sense of humor will be your most valuable attributes during this essential period of adjustment.

Suncokret will make every effort to provide you with the support you need during your adjustment time while staying with us.

The philosophy of this type of retreat is one that allows alternatives and a degree of flexibility. Changes in planned holidays may be caused by unforeseeable circumstances. All efforts will be made to ensure that everything goes smoothly during your stay, with the support of a cooperative attitude from our guests.

If a customer of Suncokret is unable or does not choose to complete an itinerary on their holiday, Suncokret is not liable to supply alternative itineraries, excursions, accommodations, services or staff for the period when the client is not present with the group, nor liable to return money for offered services which have not been utilized by the client.

When participating in the activities on group holiday, it is necessary that you abide by the authority of the group leader. If you commit any illegal act or demonstrate behavior likely to cause danger, distress or annoyance to others, we may terminate your holiday arrangements without any liability on our part.

Inappropriate behavior, as described in the previous paragraph, including, for example, alcohol or drug abuse, abusive language, gossiping, excessive rudeness or temperamental outbursts toward locals, retreat participants, teachers, or anyone else involved with the retreat, will not be tolerated.

If a guest demonstrates such destructive behavior, they will be asked to leave the villa with no right of refund, and shall bear all the extra expenses related to early departure.

### **Alcohol and Smoke-Free Zone**

Suncokret provides an alcohol and smoke-free sanctuary for the body, mind and soul. All guests, including the EEO, are asked to refrain from bringing or using these and other non-prescribed substances while on the property, within the group environment, including during group activities, with the exception of sampling as part of an organized wine-tasting activity, should this be added to the package, or during the celebratory dinner at the end of the event.

### **Complaints & Solutions**

If you or members of your group have any complaint about any aspect of the holiday (the trips, the organization, accommodation, etc.) we ask you to make it known to Suncokret – not other guests - at the earliest opportunity.

Suncokret will make it a priority to work together with you and your group members to do everything possible to resolve issues quickly and effectively, with the assistance and mutual respect of all parties involved.

### **Be Informed**

It is up to the EEO to become acquainted with every aspect of the experience on offer, which may be of relevance to your stay, and to relay this information accurately to all group members.

No refunds will be given for any dissatisfaction which may arise due to failure on the part of the EEO and group members to fully investigate all aspects of the visit, as presented via our affiliate website and/or through written correspondence with us.

### **Travel Documents & Insurance**

It is up to the EEO to ensure that appropriate travel insurance is adequate for the holiday booked. Anyone who participates in any activities, which are made available while staying at Suncokret, must be covered by insurance for those activities.

Suncokret is not liable for non-compliance to this and all Suncokret guests, including the EEO, accept responsibility for obtaining the adequate insurance required.

The EEO and their group members also accept all responsibility for any injury obtained as a result of participation in activities on offer.

Though Suncokret may act as an agent to arrange for extra activities during the Exclusive Event, as listed in the "Retreat Plus Program" PDF offer, Suncokret may not be held liable for the delivery of such services. Any complaints regarding these activities should be addressed directly to the provider.

The Exclusive Events group booking is accepted on the understanding that you realize the possible hazards involved in this type of holiday; including possible injury, illness, loss or damage to property, inconvenience and discomfort; and that you agree to take all precautionary measures to ensure the safety and well-being for you and your group while on retreat.

All guests must arrange appropriate travel visas and other travel documents, as well as appropriate travel insurance before the start of the retreat.

Insurance must cover Covid and non-Covid related holiday cancellation, baggage loss, medical expenses, and the cost of repatriation should you become too ill to continue your holiday, including helicopter rescue and air ambulance.

### **Medical Conditions**

If a client is affected by any condition, medical or otherwise, or has special needs, these must be brought to the attention of Suncokret at the time of booking.

All guests are responsible for ensuring that they meet the minimum health requirements for the holiday they have booked. If you have a health condition and are unsure whether any of the scheduled activities are suitable for you, please consult your doctor as well as Suncokret for advice.

Suncokret is not liable for any dissatisfaction that may result from inability to participate in scheduled activities due to lack of physical condition or restrictive health conditions.

### **Participation Waiver**

By submitting this document virtually, it is understood that the EEO and group members shall agree to the following:

It is understood that the mind-body-spirit practices offered at the Suncokret include physical movements as well as an opportunity for relaxation, stress re-education and relief of muscular tension.

As is the case with any physical activity, the risk of injury, even serious or disabling, is always present and cannot be entirely eliminated. Therefore, if a participant in your group experiences any pain or discomfort or feels unsure about performing any particular movement offered during the practice, they will listen to their body, adjust the posture, continue to breathe smoothly, and ask for support from the instructor.

It is furthermore understood that the EEO and group participants are aware that the movement practices and/or holistic treatments offered at Suncokret are not a substitute for medical attention, examination, diagnosis or treatment and may not be recommended or considered safe under certain medical conditions.

As EEO, you affirm that you and each participant in your group understands that they alone are responsible to decide whether to practice any of the mind-body-spirit practices on offer during the holiday stay, and that you have informed your host/instructor of any physical conditions that may affect your ability to practice safely.

You, on behalf of yourself and your group members, hereby agree to irrevocably release and waive any claims that you have, now or hereafter, against the owners or activity providers collaborating with Suncokret, including any yoga or mind-body-spirit teachers, artists, or holistic program facilitators and therapists who may be offering services during your stay.

#### **GDPR (European Union Data Protection Law) Agreement:**

In accordance with the GDPR (European Union Data Protection Law), you hereby confirm usage of your personal data by Suncokret for practical use to facilitate, support, and document your group stay.

It is understood that Suncokret reserves the right to document and publish on its website, newsletter, advertisements, or social media pages any photos, videos, audio recordings, and/or written feedback taken during the group stay.

Suncokret shall use such documentation with discretion and will not intentionally publish any material, which may be seen as invasive or unflattering and, should you or any member of my group find such materials invasive or unflattering, you may request their deletion from public record.

Suncokret is not responsible or liable for documentation made or published by other parties.

Any and all documentation, including photos, video footage, audio, or written feedback obtained by the EEO regarding the event must be shared with Suncokret prior to the publication and/or sharing of these materials publically.

### **Advertising, Copyright Materials**

As EEO, you may use the supplied copyrighted Suncokret photos and text to create advertising materials for your pre-existing client base, including friends, friends of friends, and among your social networks.

Suncokret materials and photos may not be used to create public listings on yoga/retreat booking websites, such as bookyogaretreats.com, or anywhere else that Suncokret has an established online presence.

When publishing copyrighted materials belonging to Suncokret, including photos and/or videos, these must be referenced as belonging to Suncokret. When in doubt, please share with us your materials prior to publishing them.

### **Honoring Suncokret's Unique Holistic Retreat Recipe and Trade Secrets**

The EEO agrees to honor the integrity of Suncokret's unique holistic retreat recipe and trade secrets and will avoid coordinating independent retreats on Hvar Island using Suncokret ideas, locations, contacts, and other established recipes and trade secrets in the future.

### **Group Booking Conditions**

The EEO is responsible for securing bookings for the Exclusive Event.

When securing a booking of 6 or more guests, the EEO shall be awarded a free stay.

If for any reason the EEO is unable to fulfill the minimum group size of 6 participants + 1 group organizer, the following solutions may be chosen:

1. The EEO may choose to settle the full rate for 6 participants, regardless of enrolled guests.
2. At the EEO's request, Suncokret shall market availability via our pre-existing marketing channels. In this case, the EEO's event shall be priced according to standard events at Suncokret and the EEO will be compensated a 10% teaching commission of the actual price paid by the client for the holiday, minus any agency commission fees. If the EEO will not be facilitating classes/workshops during the event, no commission will be issued.

Suncokret is only liable for monies paid directly to Suncokret by the EEO and any refund request submitted by the EEO's group members must be taken up directly with the EEO.

### **Reservations & Payment**

To secure your Exclusive Event reservation, you must submit a Consultation Form and digitally agree to these Terms and Conditions when submitting the form:

<https://www.suncokretdream.net/consultationformevents>

An initial €1400 non-refundable but transferrable deposit will secure your desired dates. 50% of the estimated total amount due must be settled 75 days prior to the event start, and the final balance is due 21 days prior to the event start.

In case a payment deadline is missed, your reservation and any funds paid may be forfeit without right of credit. Please do not miss your payment deadlines.

We accept payment via direct transfer to our Euros account. Transaction fees must be covered by the EEO.

### **Cancellations**

Cancellations made 75 days or more before the event start will result in a full credit for the deposit paid, which can be applied toward alternate dates within 1 year or as agreed.

Cancellations made between 74-45 days of the event start will result in a credit for 50% of the total amount paid.

Cancellations made between 44-21 days before the event start will result in a credit for 25% of the total amount paid.

No credit will be given for cancellations made 21 days or less before the retreat start date.

Suncokret reserves the right to cancel the event in emergency circumstances but will not cancel less than 75 days prior to the retreat start date, except for force majeure or the EEO's failure to pay the final balance.

Unless the client fails to pay the final balance, Suncokret, upon cancellation, will return all monies paid.

Please note, in case of extreme currency fluctuations, price hikes on food, utilities, petrol, etc., or amendment in local government taxes, Suncokret reserves the right to adjust the retreat price accordingly.

By clicking the Submit button, I agree to the terms of service.