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## RETREAT TERMS

### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we provide our Retreat packages which include accommodation, meals, exercise classes and spa treatments (which together we call “the Retreat” in these terms). Throughout these terms, the spa treatments and therapies are described as “the Treatments”. The Retreat Guidelines form part of these terms.
- 1.2 If you are purchasing additional treatments and therapies during your Retreat, or you are purchasing treatments and therapies as a day guest, these terms do not apply and you should refer to our Treatment and Therapies Terms.
- 1.3 **Why you should read them.** Please read these terms carefully and check that the details of your booking are complete and accurate before you book with us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Love Your Body3 a limited company registered in England and Wales. Love Your Body3 Limited, C/O Cotax Professionals Ltd, Regus 4th Floor Centenary House, 1 Centenary Way, Manchester, United Kingdom, M50 1RF.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 020 8778 8111 or by writing to us at [info@shapers-fitness.co.uk](mailto:info@shapers-fitness.co.uk) or by post at Shapers, 10 Sydenham Station Approach, London, SE26 5EU
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

- 3.1 **You are booking a package holiday.** Bookings at the Retreat are all-inclusive packages of accommodation, meals, exercise classes and Treatments and as such form a package holiday for the purposes of the Package Travel and Linked Travel Arrangement Regulations 2018. For more information on your rights under the Package Travel and Linked Travel Arrangement Regulations 2018.
- 3.2 **Making additional Treatment bookings during your stay.** You may purchase additional spa and health treatments during your stay, please see clause 1.2.

- 3.3 **How we will accept your booking.** Our acceptance of your booking will take place when we email you to confirm your booking, at which point a contract will come into existence between you and us.
- 3.4 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you. This might be because the retreat is full, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a time deadline you have specified.
- 3.5 **Your booking reference number.** We will assign booking reference number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking reference number whenever you contact us about your order.
- 3.6 **About you.** You confirm you and all the guests in the booking are over the age of 18 at the time of booking. The Retreat is not suitable for:
- 3.6.1 anyone who cannot eat vegan or raw vegan diet.

#### 4. THE RETREAT AND ITS GUIDELINES

- 4.1 **Retreat packages.** Our website details the retreat packages we offer, which includes the combination of accommodation, meals, exercise classes and Treatments that are available to book via our website. A full list of our retreat packages can be found in the Annex at the end of these terms.
- 4.2 **Rooms and elements of our service may vary slightly from their pictures and description.** The images and descriptions of the rooms and our services on our website are for illustrative purposes only and are not a guarantee of the exact room or service you will receive on booking. Many of our rooms are individually designed, however the image used on the room booking page will be of the same room type for your booking. Services may vary in accordance with clause 7 (Our Rights to Make Changes).
- 4.3 **Retreat Guidelines.** Your booking is subject to our Retreat Guidelines which can be found here. You confirm that you and all of the guests in your booking will abide by our Retreat Guidelines during your stay with us.
- 4.4 **Mechanical / Electrical Breakdowns.** Any mechanical or electrical breakdowns at the Retreat during your stay are usually beyond our control, although we will try to repair any such fault as soon as possible. We are unable to refund any sums paid unless any such breakdown is due to our fault or negligence.
- 4.5 **Health Benefits or Improvements.** We give no guarantee of health benefits or improvements. All services offered are used at your own risk.

4.6 **Food.** Our meal plans are based on a raw, vegan diet. By participating in the Retreat, you confirm that you are in good health and have, if necessary, sought medical advice confirming that you are able to eat a raw, vegan diet.

## 5. PERFORMANCE OF THE TREATMENTS

5.1 We will provide you with the Treatments:

5.1.1 only after you have completed the contraindications form (see below); and

5.1.2 in accordance with the description of our Treatments.

5.2 **We may provide the Treatments on the basis of individual sessions or over a series of sessions.** We believe the best results or benefits are usually only possible if a series of sessions are booked.

5.3 You understand and agree that we are not a medical centre and do not have a resident doctor. By booking the Treatments, you confirm that you do not have any contraindication to obtaining that treatment.

5.4 **Failure to attend a Treatment.** Failure to attend a Treatment during the Retreat will not result in a refund.

5.5 **You agree to complete our contraindications form before the Treatments are provided.** This form asks health questions we need to know before providing the treatment. If you refuse to complete the contraindications form, we will not provide the Treatments.

5.6 If there is a significant period of time between when you completed the contraindications form and your appointment, we may:

5.6.1 ask you to confirm in writing that the information you provided on the contraindications form remains accurate and that nothing of significance has changed in your medical condition or lifestyle which will affect any Treatments we will provide; or

5.6.2 refuse to provide the Treatments until you have completed the contraindications form.

5.7 **Review of the contraindications form.** The therapist providing the Treatments will review your contraindications form and, based on your replies, will confirm whether we can provide the Treatments. If we are unable to provide the treatment as a result of the information provided on your contraindications form, we will do our best to accommodate you by providing a suitable alternative treatment of equivalent value. If we are unable to provide the treatment because of a contraindication which you should reasonably have known would prevent us from providing the treatment, paragraph 5.4 will apply as if you failed to attend the scheduled appointment.

- 5.8 **Signing the contraindications form.** Your therapist will ask you to sign the contraindications form to indicate that the information that you have provided and that what we have agreed and stated in respect of the Treatments is recorded accurately.
- 5.9 **We are not a medical centre and our Treatments do not constitute medical advice or medical care.** Whilst our therapists will seek to take into account your needs and requests when performing the therapies, they are provided for recreational purposes only and we do not guarantee any health benefits or improvements. All Treatments are offered and used at your own risk. Our aim is to provide the Treatments using reasonable care and skill.

## **6. EXERCISE CLASSES**

- 6.1 We will provide fitness and exercise classes:
- 6.1.1 only after you have completed the contraindications form; and
- 6.1.2 in accordance with the description of our classes.
- 6.2 You shall be required to complete a contraindications form before attending exercise classes during the Retreat. For the purpose of this clause 6, clauses 5.2 to 5.9 shall apply to as though referring to exercise classes instead of treatments.

## **7. YOUR POSSESSIONS**

The Retreat is used and visited by holiday guests and by day guests receiving treatments. We suggest that you place any personal possessions in the lockers provided before the start of your session. We accept no liability for any possessions left unattended during your treatment.

## **8. LATE ARRIVALS AND TREATMENTS SCHEDULING**

- 8.1 The Treatments are offered daily between the hours of [9am and 7pm].
- 8.2 The Treatments are usually provided in one hour time slots, or for the amount of time indicated on our website or brochures. A few minutes at the beginning of each session may be required to set up, ask you any questions about your health, any issues or problems and allowing you time to change if necessary.
- 8.3 You must arrive 5 minutes before the scheduled start time for your treatment. If you are late for your appointment, where possible we will provide the treatment for the remaining therapy time only. If it is not possible to provide the treatment due to your late arrival, we shall not reschedule your appointment unless this was for reasons beyond your reasonable control and paragraph 5.4 will apply.

## **9. STOPPING A SESSION**

- 9.1 We may stop the session and cease to provide the Treatments at any point during your session if you:

- 9.1.1 appear to be unwell or becoming unwell; and/or
- 9.1.2 do not follow our reasonable instructions relating to receiving the treatment (such as instructions relating to your or our therapists' safety); and/or
- 9.1.3 behave or act in an offensive or unreasonable manner.

## **10. CAUTIONARY DEPOSIT**

- 10.1 A cautionary deposit of £250 will be required to be paid by you in respect of any possible damage to the Retreat, damage or loss of contents, damage or loss to keys, excessive or incorrect use of facilities (including, but not limited to, telephones, internet, and other amenities provided at the Retreat).
- 10.2 The cautionary deposit is due on arrival at the Retreat and will be charged to your credit or debit card.
- 10.3 We reserve the right to invoice you and/or attempt to charge your card details (where provided) in order to recover reasonable costs in the event that the deposit paid under this clause 5 is insufficient to repair or replace any damage caused to the Retreat, your room or its contents during your stay by you or your guests.
- 10.4 We will assess the Retreat, your room and its contents after your stay and will:
  - 10.4.1 provide you with a refund of the deposit made under this clause 5; or
  - 10.4.2 inform you of the amount of the deposit to be retained; or
  - 10.4.3 inform you of the amount to be further chargedor a combination of any of the above at our discretion.

## **11. PRICE AND PAYMENT**

- 11.1 **Where to find the price for the booking.** The price of the booking (which includes VAT) will be the price indicated on the booking pages when you placed your booking or indicated to you over the telephone if you placed your booking by telephone. We take all reasonable care to ensure that the price advertised is correct. However please see clause 11.3 for what happens if we discover an error in the price of your booking.
- 11.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, your booking may be incorrectly priced. We will normally check prices before accepting your booking so that, where the booking's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If

the booking's correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

11.4 **When you must pay.** All bookings must be paid for in full at the time of booking.

11.5 **How to pay.**

11.5.1 We only accept payment by credit or debit card. We do not accept payment by cheque or American Express. Payment may only be made in the currency as shown in the booking.

11.5.2 If you wish to purchase goods sold on the Retreat premises, the terms of clause 11.5.1 apply, save that we also accept payment in cash.

## 12. YOUR RIGHTS TO MAKE CHANGES

12.1 If you wish to make a change to your booking, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the booking, the timing of your stay or Treatment, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. You have the right to amend your booking dates only providing you give us at least 30 days' notice before the start of your original booking.

12.2 There is a £50 administration charge (including VAT) per guest for all changes to bookings.

12.3 You have the right to transfer your booking to another person provided you give us at least 7 days' notice. You and they will together be responsible for paying any costs resulting from this change. We will provide you with evidence of any such costs where they exceed the stated administration charge in clause 12.2. The person you transfer the booking to will be bound by the terms of this contract and will need to confirm their agreement to this.

12.4 If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 14- Your rights to end the contract).

## 13. OUR RIGHTS TO MAKE CHANGES

13.1 **Minor changes to the booking.** We may change your booking to:

13.1.1 reflect changes in relevant laws and regulatory requirements, such as providing you with details of food allergens or new health and safety regulations; and

13.1.2 implement minor technical adjustments and improvements, for example to address a security threat.

13.1.3 These changes will not materially affect your use of the Retreat.

13.2 **More significant changes to the booking.** In addition, as we informed you in the description of the accommodation and Treatments on our website, we may make the following changes to the booking in clauses 13.2.1 and 13.2.2, but if we do so we will notify you and you may then contact us to end the contract within 14 days of us notifying you and receive a full refund for your booking where your stay has not yet begun. If we do not hear from you within that 14 day period, we will contact you again to remind you. If you do not respond to that reminder, we will assume you do not agree and cancel your stay at the Retreat. We will refund your booking within 14 days of the contract ending:

13.2.1 If the room type you have booked is not available during your stay, we may offer you a replacement room type of equivalent or higher quality.

13.2.2 If Treatments that form part of your booking are not available during your stay, we may offer you a replacement Treatment of equivalent or higher price.

#### 14. YOUR RIGHTS TO END THE CONTRACT

14.1 **You may end your contract with us in certain circumstances.** Your rights when you end the contract will depend on your booking and when you decide to end the contract:

14.1.1 **If you want to end the contract because of something we have done or have told you we are going to do:** see clause 14.2;

14.1.2 **If you have changed your mind about the booking:** to cancel your booking please contact us at least 30 days before the start of your stay for a refund of your booking, subject to a £50 administration charge per guest due at the time of cancellation. If you cancel your booking less than 30 days before the start of your stay, we reserve the right to offer a partial refund of your booking. If you cancel your booking less than 14 days before the start of your stay, where we are unable to cover the costs of your cancellation (e.g. by filling your place with another customer's booking), we reserve the right to charge you up to 100% of your booking. We are unable to offer any refund for early departure from the Retreat.



14.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at 14.2.1 to 14.2.3 below the contract will end immediately and we will refund you in full for any part of the booking which has not been provided and you may also be entitled to compensation. The reasons are:

14.2.1 we have told you about an upcoming change to the accommodation, Treatments or these terms which you do not agree to (see clause 13.2);

14.2.2 we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed;

14.2.3 you have a legal right to end the contract because of something we have done wrong.

## 15. HOW TO END THE CONTRACT WITH US

15.1 **Tell us you want to end the contract.** To end the contract with us, please contact us using the details provided at clause 2.2 and provide your name, booking reference number, details of the booking and your phone number and email address.

15.2 **How we will refund you.** We will refund you the price you paid for the booking by the method you used for payment. However, we may make deductions from the price, as described in clause 14.1.2.

15.3 **When your refund will be made.** We will make any refunds due to you as soon as possible, and in any case your refund will be made within 14 days of your telling us you have changed your mind.

## 16. OUR RIGHTS TO END THE CONTRACT

16.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if you do not:

16.1.1 make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or

16.1.2 within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the accommodation and/or Treatments, for example, health information or our contraindications form;

16.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 16.1 we will refund any money you have paid in advance but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 17.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, it was discussed with us during the sales process.
- 17.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to for your stay to be: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care. Your rights are protected by the Consumer Contract Regulations 2013 and the Package Travel and Linked Travel Arrangement Regulations 2018. For more information on your rights under the Package Travel and Linked Travel Arrangement Regulations 2018 please click [here](#).
- 17.3 **Your contraindication form.** We do not accept liability for any loss or damage suffered by you where you have provided incomplete or inaccurate information in your contraindication form for Treatments or fitness and exercise classes.
- 17.4 **We are not liable for business losses.** If you use make a booking with us for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 18. HOW WE MAY USE YOUR PERSONAL INFORMATION

**How we may use your personal information.** We will only use your personal information as set out in our privacy policy.

## 19. FORCE MAJEURE

- 19.1 **“Force Majeure Event”** means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts non-performance by suppliers or subcontractors; and interruption or failure of utility service.
- 19.2 **Subject to the below clauses, if we are prevented, hindered or delayed in or from performing any of our obligations under these terms and conditions** (as well as any contract formed pursuant to these terms and conditions) or your booking for your stay by a Force Majeure Event, we shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations

and this shall not permit nor be cause for the termination of your contract with us, by you, and the payment for your booking/stay shall remain due and payable in full regardless.

- 19.3 **If the Force Majeure Event prevents, hinders or delays our performance of our obligations for the provision of your booking/stay**, you shall be permitted to cancel your booking and obtain a refund, subject to the content of clause 14.1.2 of these terms and conditions, and strictly on the proviso that such notice of cancellation on the basis of a Force Majeure Event is received from you more than 30 days before the start of your stay.
- 19.4 **If the Force Majeure Event prevents, hinders or delays our performance of our obligations for the provision of your booking/stay and you are** (at the time of notifying us that you wish to cancel or amend your booking/stay as a result of such Force Majeure Event) within the 30 day period before the start of your stay, meaning that no refund is due to you under these terms and conditions (and any contract formed pursuant to these terms and conditions), we shall, in our sole discretion, be permitted to offer you an alternative date to re-book your stay with us, which, once re-booked, cannot be amended further and no refund will be offered for a re-booked stay irrespective of when notice is received from you that you wish to amend or cancel such re-booked stay with us or if this is caused by any further or continuing Force Majeure Event.

## 20. OTHER IMPORTANT TERMS

- 20.1 **Travel insurance.** We strongly advise you to take out comprehensive travel insurance to cover your stay at the Retreat.
- 20.2 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you and we will refund you any payments you have made with clause 8 (Your Rights to End the Contract).
- 20.3 **You may need our consent to transfer your rights to someone else.** With the exception of your right under clause 12.3 above, you may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.4 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 20.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 20.7 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 20.8 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to [ABTA] via their website at [<https://www.abta.com/>]. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.

## **Schedule 1 : Sample of Retreat Packages**

### **Two Night Package**

- Exclusive use of the facilities, daily fitness classes and three meals a day
  - Inclusive treatments:
    - £60 Spa Voucher
    - 1X Lifecube session
-

