

## **Breathe Detox Terms & Conditions**

1. Breathe Detox Retreats ("the Retreat") are run by Holly Mullin, trading as Breathe Detox ("we") of 55 Lamb Park, Chagford, Devon, TQ13 8DN using the facilities of Puggiestone.

### **Physical Condition**

2. You warrant and represent that you are in the necessary physical condition to undergo the treatments advertised and that these will not be detrimental to your health.
3. If you have any doubts about your fitness or capability to undergo the treatments offered you should take independent medical advice before attending the Retreat.
4. You are at all times responsible for your own wellbeing and may choose not to undergo or participate in some or all of the therapies on offer.

### **Payment & Cancellation**

5. You shall pay the fees as detailed in the booking form at the time of booking.
6. If you wish to cancel your Retreat, the following charges will apply:
  - a. If we are able to re-sell your Retreat to another customer you will receive a 100% refund;
  - b. If we receive notification of your cancellation between:
    - i. 90 and 60 days of the start of your booking – 50% refund
    - ii. 59 and 30 days of the start of your booking – 25% refund
    - iii. Less than 30 days of the start of your booking – no refund
7. A minimum number of customers are required for a Retreat to go ahead. Should bookings not meet the required number we reserve the right to cancel a Retreat with a minimum of one week's notice.
8. In the unfortunate event that a Retreat is cancelled you will be given the option of a full refund or to transfer your booking to a future Retreat.
9. Transfer of Retreat bookings to another date are subject to availability.

### **Additional expenses**

10. If for any reason you do not partake in the juice programme elements of the Retreat, all food and beverage costs you incur are directly payable to Breathe Detox Ltd..
11. On arrival Bovey Castle Hotel Limited will require you to register in full at hotel reception and provide valid credit card details to cover the costs of any incidental expenses you incur during the Retreat. A detailed invoice of any expenses incurred will be provided on departure.
12. The cost of spa treatments are not included in the Retreat fee.
13. Transport to and from the Retreat is not included.

## Liability

14. Nothing in these conditions shall limit or exclude our or Puggiestone's liability for:
  - a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - b. fraud or fraudulent misrepresentation; or
  - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
15. Subject to clause 14:
  - a. We and Puggiestone shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with your Retreat; and
  - b. The total liability to you in respect of all other losses arising under or in connection with your Retreat, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by you.
16. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this membership contract.
17. Clauses 14 to 16 (inclusive) shall survive termination of this contract.

## Your health and wellbeing

18. You are fully responsible for your health and wellbeing during the Retreat. We are not qualified medical practitioners and are unable to diagnose medical conditions. Our Retreat and the treatments we provide are not intended to cure, mitigate, treat or prevent any medical condition. If you believe you may be suffering from any medical condition or disease you should seek medical advice prior to embarking on a Retreat.
19. If we are in any doubt about your health or medical wellbeing we will stop any treatment immediately.
20. Our use of specific treatments should not be construed as an endorsement of any kind. All of our opinions are based on our own research and knowledge and are not a substitute for qualified medical advice.

**I accept the Terms and Conditions contained here and agree to be bound by them.**

**Signed** \_\_\_\_\_

**Dated** \_\_\_\_\_