Terms and Conditions – Siyanda Wellness, INC.

These are the Terms and Conditions that will apply if you are booking one of our international retreats. Please read them carefully as you will be bound by them.

These Terms shall constitute the entire agreement between **Siyanda Wellness, INC.** and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written representation, warranty, prior agreement, or description of services other than as expressed herein.

The contract and booking is made with, and services will be provided by **Siyanda Wellness, INC.** By booking a retreat, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

Booking Trips & the Contract

All persons wishing to make a booking have carefully read and understand the Terms and Conditions that follow. By making a booking with **Siyanda Wellness, INC.**, you accept on behalf of yourself and all those named on the booking to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when **Siyanda Wellness, INC.** sends a confirmation email, and when you have completed the deposit payment.

Payment Policy

For all advertised retreats, a **non-refundable deposit of 15%** of the total value of the retreat per person plus submission of our online booking form is required to complete your booking.

The remaining balance can be paid **three (3) ways**:

1. Payment in full
2. Pay in 10 installment
3. Payment installments of your choice until the full amount is paid by the due date

If the final balance is not received by the due date, then your booking cannot be guaranteed and **Siyanda Wellness, INC.** reserves the right to cancel your booking and forfeit your deposit.

Please note: **Deposits made on all bookings are non-refundable and non-creditable** due to the requirement to purchase non-refundable and non-transferable essentials including, but not limited to, accommodation reservations on your behalf to secure your spot on the retreat.

Refund / Cancellation

We understand that unexpected events can arise that can affect your plans.

If you cancel **more than 90 days before the retreat start date**, you may request a refund (less a cancellation fee equal to the deposit).

All retreat payments become **non-refundable less than 90 days before the retreat start date.**

You may also **transfer the balance to a friend** if you cannot attend.

Pricing

All retreat prices shown are **per person and payable in USD**.

Siyanda Wellness, INC. is not responsible for any fees incurred due to currency exchange or fees charged by your credit card/bank for processing funds in another currency.

Siyanda Wellness, INC. reserves the right to alter the prices of any of the retreat arrangements shown on our website.

Unless stated otherwise, the price of your travel arrangement includes each of the component parts described within your booking confirmation invoice.

Not included in the price of your travel arrangement are:

- Flights
- Transport
- Travel insurance
- Excess baggage charges
- Tipping
- Food or drink not listed
- Additional excursions or activities not confirmed as part of your retreat

Additionally, any items or services purchased during a retreat are not included unless specifically stated.

Medical Conditions & Special Requirements

The Client must inform **Siyanda Wellness, INC.** on our registration form of any medical conditions, pregnancy, disability or any other mental and/or physical condition which may affect fitness to travel or participate in yoga and other activities.

Failure to notify us may result in the Client being refused participation in certain retreat activities at the Client's own expense.

Siyanda Wellness, INC. will do its best to meet special requests including dietary needs, but such requests do not form part of the Contract and therefore **Siyanda Wellness, INC.** is not liable for not providing these requests.

Cancellation of a Retreat by the Client

Any cancellation by a Client must be made **in writing (via email)** and acknowledged by **Siyanda Wellness, INC.** in writing.

Under no circumstances is your **deposit refundable**. Deposits are required to secure bookings.

Any payments made after the deposit will be refunded **only up to 90 days before the retreat date.**

Cancellation of a Retreat by Siyanda Wellness, INC.

Siyanda Wellness, INC. reserves the right to cancel any retreat for any reason, but will not cancel a retreat less than **30 days before the retreat start date**, except for unusual or unforeseen circumstances outside the company's control.

When a retreat is canceled by **Siyanda Wellness, INC.** before the agreed departure date for any reason other than the fault of the Client, the Client can receive a **full refund of all monies paid under the contract** as soon as possible.

Siyanda Wellness, INC. is not responsible for incidental expenses or consequential losses such as:

- visas
- vaccinations
- non-refundable flights or rail
- non-refundable car parking
- loss of earnings
- loss of enjoyment

Force Majeure (Act of God)

Siyanda Wellness, INC. shall not be responsible for failing to fulfill contractual obligations due to events outside its control including but not limited to:

- pandemics
- acts of God
- fire
- floods
- flight cancellations
- adverse weather conditions
- war

- acts of terrorism
- riots
- governmental actions
- labor disputes

In such force majeure events, **no refund shall be granted**, and all payments will be credited in the form of a **voucher valid for two years** from the start date of the canceled retreat.

Travel & Health Insurance

Siyanda Wellness, INC. strongly recommends that Clients obtain **travel medical insurance** covering:

- personal injury
- emergency medical expenses
- helicopter evacuation
- air ambulance
- repatriation

Coverage should also include cancellation, curtailment, and other travel disruptions.

Siyanda Wellness, INC. shall have no liability for loss, theft, or damage to baggage or personal belongings.

Travel Documents

The Client must possess a **valid passport** (valid at least **6 months past the return date**) and all required visas, permits, vaccination certificates, and insurance policies.

The Client is solely responsible for obtaining these documents prior to the retreat.

Photos, Video & Content Creation

During a **Siyanda Wellness, INC. Retreat**, photos or videos may be taken with participant permission.

These images may be used in promotional materials including:

- Website
- Social media
- Marketing materials

If a Client does not wish to be photographed or recorded, they must notify the photographer or submit a written request.

Otherwise, permission is granted to **Siyanda Wellness, INC.** for a **perpetual, royalty-free, worldwide license** to use such images for promotional purposes.

Retreat Changes

Siyanda Wellness, INC. reserves the right to alter retreat programs, accommodations, teachers or itineraries due to weather, illness or other circumstances. No refunds will be made in these cases.

Data Protection

To ensure retreats run smoothly, **Siyanda Wellness, INC.** must use personal information provided by Clients (name, address, dietary needs, health conditions, etc.) and may share this information with retreat partners and service providers.

Appropriate security measures will be used to protect all personal data.

By completing the booking form, Clients consent to this information being used as required.

Liability

The Client acknowledges that participation in retreat activities is **voluntary** and agrees to release **Siyanda Wellness, INC.** from liability related to injury, loss, damage, illness, or unforeseen circumstances.

Clients agree they are responsible for their own wellbeing and participation.

Clients confirm they are **physically fit** to participate in retreat activities and have not been advised otherwise by a medical professional.

COVID-19 Special Conditions

Retreat Cancellation Due to COVID-19

If a retreat must be canceled due to lockdowns, guests may:

- Transfer their reservation to another retreat within **two years**, or
- Request a **full refund**.

If a guest must cancel due to travel restrictions preventing departure:

- The guest may transfer their reservation to another retreat within **two years**, or
- Receive a **refund minus the deposit**.

If a guest tests positive for COVID-19 before travel:

- The guest will be reimbursed **the last payment made (50% minus the deposit).**

Guests are strongly encouraged to purchase **travel insurance**.

Depending on conditions at the time of the retreat, **Siyanda Wellness, INC.** may require a **PCR or antigen test upon arrival**.

Applicable Law

These Terms and Conditions are governed by the **laws of the United States**.

Waiver of Booking Conditions

These Terms and Conditions may only be waived or amended by **written mutual consent**.

By completing the booking form and making payment, the Client agrees to these terms.

Updating of Terms & Conditions

Siyanda Wellness, INC. reserves the right to update these Terms and Conditions at any time.

Siyanda Wellness