

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

These Terms shall constitute the entire agreement between MyWellness TLV, a brand of Micaela Pomerantz, Israel, 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 MyWellness TLV. 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 MyWellness TLV, 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 MyWellness TLV sends a confirmation email, and when you have completed the deposit payment.

A MyWellness TLV team member will contact you within 48 hours, regarding your completed registration to confirm your participation in your selected retreat. Confirmation of your participation does not necessarily mean that your trip is confirmed to run. MyWellness TLV asks that you refrain from purchasing non-refundable travel until you receive an email confirmation from the MyWellness TLV staff. In order for our retreats to take place we require a minimum of 6 participants.

\*\*Please note that MyWellness TLV only offers retreats and related activities to those 18 years of age and over.

## DEPOSITS

For all advertised retreats and dates, a non-refundable deposit per person plus submission of our online booking form is required to complete your booking.

You may book a retreat with a deposit (down payment) until 40 days prior to the retreat start date, after which full payment is required to secure your spot (if any are still available).

The remaining balance of your retreat payment is due 40 days before the retreat begins. We will notify you of the balance due date after your deposit has been processed.

If the final balance is not received by the due date, then your booking cannot be guaranteed and MyWellness TLV reserves the right to cancel your booking and keep 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 etc on your behalf to secure your spot on the retreat.

Deposit payments can be transferred to another retreat taking place within one calendar year, if you notify us 60 days or more before the retreat start date.

Deposits are paid via PayPal, Bank Transfer or via credit card through the MyWellness TLV official website ([www.mywellnesstlv.com](http://www.mywellnesstlv.com)) and can be paid with all major credit cards or PayPal balances.

We DO NOT keep your credit card on file. When we send over an invoice, you must re-enter your credit card information.

## REFUND / CANCELLATION

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

If you cancel more than 40 days before the retreat start date, you may request a partial refund (with a cancellation fee equal to the deposit).

All retreat payments become non-refundable less than 40 days before the retreat start date.

## BALANCE TRANSFER

Full and partial retreat payments can be transferred to another retreat taking place within one calendar year, if you notify us 60 days or more before the retreat start date.

You may also transfer the balance to a friend if you let us know 40 days or more in advance.

## PRICING

All retreat prices shown are per person and are quoted and payable in NIS and also in USD, EUR and GBP.

MyWellness TLV 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.

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

Not included in the price of your travel arrangement are flights, travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your retreat arrangements. Additionally, any items or services purchased during a retreat are not included in the cost of your travel arrangement unless specifically stated.

If the Transfer is included in the price, as per Mywellness announcement, it is only included from the indicated airport at the given time and date by MyWellness TLV

staff. If the client decides to arrive through a different airport or at a different time, the transport will be at the client's own responsibility and expense.

## MEDICAL CONDITIONS & SPECIAL REQUIREMENTS

The Client must inform MyWellness TLV on our registration form or by email of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel, including medications you are currently taking. Failure to notify us may result in the Client being refused certain activities during the retreat at the Client's own expense. Some retreats may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions, please email if you have concerns.

It is absolutely vital that you are accurate with your fitness level and medical conditions for your own safety.

MyWellness TLV will do its best to meet special requests including dietary or physical limitations but such requests may not always be possible depending on the retreat, in which case MyWellness TLV reserves the right to refuse Clients with certain conditions.

MyWellness TLV will do its best to meet Client's special requests including dietary, but such requests do not form part of the Contract and therefore MyWellness TLV is not liable for not providing these requests.

As a client, you MUST carry medical insurance. Medical facilities vary from country to country and MyWellness TLV will do its absolute best to bring you to a proper medical facility as needed, but makes no representations and gives no warranties in relation to the standard of such treatment.

## FINAL PAYMENTS

For all retreats, the payment of the FINAL balance of the retreat price is due 40 days prior to the retreat start date in the currency advertised.

If a booking is made within less than 40 days, your deposit including full payment will be required at your initial sign up.

If the final balance is not received by the due date and there is no concise reason as to why, MyWellness TLV reserves the right to treat the Client's booking as canceled.

Please ensure MyWellness TLV is on your contact list so our emails don't go to your junk folder!

## CANCELLATION OF A RETREAT BY THE CLIENT

Any cancellation by a Client must be made in writing (via email) and be acknowledged by MyWellness TLV in writing (via email).

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

If you cancel less than 40 days prior to the retreat, and you have made additional payments to your deposit, your full balance can be rolled over to another date of your same trip within one calendar year. If your trip to the same destination is not offered again, you can switch locations and fees can be transferred.

Fees apart from the deposit can be refunded in special circumstances including:

- **Serious injury or illness of the client**
- **Serious injury or illness of close family member**

In the case of a Natural Disasters, MyWellness TLV applies to the 'act of God' rule and no fees will be reversed. In case of armed conflict, war or canceled holidays, where MyWellness TLV has no control of the situation, MyWellness TLV will in some circumstances offer compensation.

## CANCELLATION OF A RETREAT BY MyWellness TLV

MyWellness TLV 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 MyWellness TLV's control. When a retreat is

canceled by MyWellness TLV before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

Transfer their deposit to another retreat taking place within one calendar year, or:

Receive a full refund of all monies paid under the contract as soon as possible.

MyWellness TLV is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc. If the Client is offered a refund but requests an alternate retreat of a higher value than that originally booked, then the Client must pay the difference in price. Where after departure a significant element of the trip contracted for cannot be provided, MyWellness TLV will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, MyWellness TLV will provide the Client a compensation such as attendance to MyWellness TLV studio's events, workshops, classes or a discount in future retreats. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the MyWellness TLV's control, MyWellness TLV will in some circumstances offer compensation such as attendance to MyWellness TLV studio's events, workshops, classes or a discount in future retreats. Significant alterations do not include the substitution of a transportation method, modification of itineraries, change in hotel accommodation or meal offering.

## **AIRFARE**

All MyWellness TLV retreats do not include national or international airfare.

MyWellness TLV strongly recommends you wait until the trip is confirmed to run before booking airfare or making any non-refundable travel arrangements.

## TRAVEL & HEALTH INSURANCE

MyWellness TLV recommends Clients obtain travel medical insurance. This insurance must cover personal injury and emergency medical expenses including, but not limited to, helicopter evacuation, air ambulance and repatriation.

It is strongly recommended the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client during travel. MyWellness TLV shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a train, bus, or other mode of transportation, publicly owned or operated by MyWellness TLV or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. MyWellness TLV cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by MyWellness TLV such as hotels, huts, expedition vehicles, or any other mode of transportation.

The Client acknowledges that the cost of MyWellness TLV retreats do not include insurance and that the Client has been advised to obtain separate coverage at an additional cost. When obtaining travel insurance the Client must ensure the insurer is aware of the type of travel to be undertaken.

## EVACUATION PROCEDURES AND COSTS

MyWellness TLV Retreat Leaders, local guides or other representatives' decisions will at all times be final on all matters likely to affect the safety and well-being of the trip. We reserve the right to prohibit any traveler from continuing on a trip with no right of refund if, in our opinion, that traveler's actions pose a threat to the safety of others, to the wildlife, themselves, or if the traveler's actions and/or behaviors are harming the enjoyment of the trip for others.

Evacuation costs are to be covered by the person being evacuated.

## TRAVEL DOCUMENTS

Valid Passport: The Client must be in possession of a valid passport required for entry, departure and travel to retreat destinations (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates (if required), insurance policies, etc. are required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the retreat and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by MyWellness TLV regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client and MyWellness TLV is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

Retreat Details: To expedite the obtaining of travel documents and flight bookings please note that all international trip-related documents such as Retreat Planning Guides will be sent via email once the trip is confirmed to run. MyWellness TLV will aim to confirm trips within a reasonable timeframe.

## CLAIMS & COMPLAINTS

If a Client has a complaint against MyWellness TLV, the Client must first inform the Retreat Leader or guide at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, contact the MyWellness TLV Chief of Operations whilst on retreat so that MyWellness TLV is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on retreat will result in the Client's ability to claim compensation from MyWellness TLV being extinguished or at least reduced. If satisfaction is still not reached through these means on the retreat then any further complaint must be put in writing to MyWellness TLV within 30 days of the end of the trip.



## CLIENT RESPONSIBILITY

The Client acknowledges he or she may be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in their daily life. By booking travel with MyWellness TLV, the Client acknowledges they have considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges, and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact prior to embarkation with their local embassy or consulate at the trip destination.

## SUPPLIERS & INDEPENDENT CONTRACTORS

Hotels/accommodation, shuttle services, excursions or other elements of MyWellness TLV may be arranged by MyWellness TLV with local suppliers who may themselves engage the services of local operators and/or sub-contractors. MyWellness TLV will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable. These may limit or exclude the liability of the supplier. The liability of MyWellness TLV will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing the performance of the services of any supplier. Neither MyWellness TLV nor any carrier is liable for independent contractors.

## SAFETY & TRIP ENJOYMENT

We take your safety and well-being very seriously, which is why we partner with trained professionals for all of our domestic and international retreats. However, you are ultimately responsible for your safety, which is why we ask all retreat participants to sign a liability waiver before departure. To avoid possibly dangerous situations, it is extremely important that you obey any rules and regulations imposed by the MyWellness TLV Retreat Leaders and/or Local Guides and instructions given by them.

MyWellness TLV reserves the right to prohibit any Client from continuing on a trip with no right of refund if, in our opinion, that Client's actions pose a threat to the safety of them, others, or to the wildlife, or if that Client's actions or behaviors are seriously jeopardizing the enjoyment of the trip for others. The decision of the MyWellness TLV Retreat Leader or representative will at all times be final on all matters likely to affect the safety and well-being of the trip. All Clients must, at all times, strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and MyWellness TLV will not accept responsibility or liability for any Client who contravenes any laws or other regulations of any country visited.

## HEALTH & FITNESS

Most MyWellness TLV trips should not be overly strenuous for people who are healthy and reasonably fit. If you (or anyone on whose behalf you are booking) are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us of this at the time of booking. If your health or fitness changes between the time of booking and your trip departure date, you must notify the MyWellness TLV office of these changes before the retreat starts.

## PHOTOS, VIDEO AND CONTENT CREATION

In the course of participation in a MyWellness TLV retreat, photos or video may be taken by participants, guides and professional photographers. These images may be used in any MyWellness TLV promotional materials, website, all social media platforms (i.e. Instagram), etc., unless Clients specifically request the photographer or in writing to MyWellness TLV, to not use any material your image is depicted in. Otherwise, permission is granted to MyWellness TLV to perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

## RETREAT ITINERARY CHANGES

MyWellness TLV and its partners reserve the right to alter retreat programs and itineraries due to weather, road conditions or other circumstances. These programs may be changed or canceled at any moment due the trip to assure the safety of our clients and staff. No responsibility is accepted for losses, expenses due to delays, changes of flights or other services because of strikes, accidents, sickness, damage, negligence, weather, war, changes in schedules or other similar causes. MyWellness TLV and its partners do not assume responsibility for accidents or deaths that can be traced to the participants' negligence, acts of third parties or exterior circumstances such as weather, natural occurrences, ware or other similar causes.

## DATA PROTECTION

To ensure that retreats run smoothly, MyWellness TLV need to use personal information (such as name, address, special needs, health conditions, dietary requirements etc.) provided by Clients to MyWellness TLV, and also pass on such information to other outfitters/guides or suppliers involved in the operation of the retreat. MyWellness TLV will apply appropriate security measures to protect such personal data and will only pass on data that is applicable to outfitters or suppliers responsible for the retreat. By completing the MyWellness TLV Retreat Booking Form, Clients consent to this information being transferred as required.

## LIABILITY

MyWellness TLV is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the Client, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of MyWellness TLV and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an

event of force majeure; or any event which MyWellness TLV staff and/or the relevant supplier could not even with all due care have foreseen or forestalled.

In the event that MyWellness TLV is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then MyWellness TLV limits its liability.

## ACCEPTANCE OF RISK

The Client acknowledges that the nature of the retreat is adventurous and may involve personal risk. The Client hereby assumes all such risk and does hereby release MyWellness TLV from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks.

## SEVERABILITY

In the event that any term or condition contained herein is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this Agreement or amended accordingly only to such extent necessary to allow all remaining Terms and Conditions to survive and continue as binding.

## SUCCESSORS & ASSIGNS

These Terms and Conditions shall insure to the benefit of and be binding upon MyWellness TLV and the Client and their respective heirs, legal personal representatives, successors and assigns.

Micaela Pomerantz and its brand MyWellness TLV exist under, and is pursuant to, the laws of Israel.

## APPLICABLE LAW

The Contract and these Terms and Conditions are subject to the laws of Israel.

## WAIVER OF BOOKING CONDITIONS

These Booking Terms and Conditions may only be waived or amended by written mutual consent. When a Client completes, submits and makes the payment for booking their place for a retreat, they agree to accept all these conditions, and when the booking is accepted, MyWellness TLV agrees to carry out the obligations as defined therein.

## UPDATING OF TERMS & CONDITIONS

MyWellness TLV reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on MyWellness TLV's website.

**If you have any questions or concerns, please email us at**

**[mywellnesstlv@gmail.com](mailto:mywellnesstlv@gmail.com)**

SIGNATURE MYWELLNESS TLV

SIGNATURE CLIENT



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Date: